

Hi Tom.

Judge Maloney asked me
to forward this to your attention.

Hope this finds you well!

Amy

17TH CIRCUIT COURT

180 Ottawa Ave. N.W. , Grand Rapids, MI, and zip 49503

20-04250-CZ

Keith A. Goodwin
Petitioner

- Against -

Kent County District Attorney
Judge Paul L. Maloney
Respondent

Jurisdiction: Court of Record, under
the rules of Common Law¹

Case no:

Magistrate:

PAUL J. DENENFELD

(P-36982)

VERIFIED SHOW CAUSE

DENIAL OF JURISDICTION

5

STATE MICHIGAN)
) :ss²
KENT COUNTY)

10 I, Keith A. Goodwin, one of the People³ of Michigan, competent to defend myself in a
court of law, hereinafter petitioner, by special appearance⁴ for the purpose of testing the
sufficiency of the jurisdiction of the above said court⁵; Petitioner, hereby open's a court
of record to move the above said court to a Court of Record⁶ for cause and dismissal for
lack of personam jurisdiction in violation of petitioner's right of due process in a Court
15 not of Record. Under federal Law, which is applicable to all states, the U.S. Supreme

¹ "A Court of Record is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial." Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689.

² An affidavit uncontested un rebutted unanswered stands as truth. - United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982 1982.

³ PEOPLE: People are supreme, not the state. [Waring vs. the Mayor of Savannah, 60 Georgiaat 93]; The state cannot diminish rights of the people. [Hertado v. California, 100 US 516]; Preamble to the US and NY Constitutions - We the people ... do ordain and establish this Constitution...; ...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but themselves... [CHISHOLM v. GEORGIA (US) 2 Dall 419, 454, 1 L Ed 440, 455, 2 DALL (1793) pp471-472]; The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. [Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law Sec. 298; 18 C Em.Dom. Sec. 3, 228; 37 C Nav.Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7].

⁴ A Special Appearance is for the purpose of testing the sufficiency of service or the jurisdiction of the court; a general appearance is made where the defendant waives defects of service and submits to the jurisdiction. - State v. Huller, 23 N.M. 306, 168 P. 528, 534, 1 A.L.R. 170.

⁵ "Trial court acts without jurisdiction when it acts without inherent or common law authority, ..." State v. Rodriguez, 725 A.2d 635, 125 Md.App 428, cert den 731 A.2d 971,354 Md. 573 (1999).

⁶ County, State, or Federal Court

Court stated: "If a court is without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void, and form no bar to a recovery sought, even prior to a reversal in opposition to them. They constitute no justification and all persons concerned in executing such judgments or sentences are considered, in law, as trespassers."⁷

Respondents are to show-cause by what 'constitutional' authority the above said court acts and why the attached violation(s) or charges against the petitioner should not be dismissed for lack of personam jurisdiction.

In the United States, before any court can have authority to hear a case, the court must have both in-personam and subject matter jurisdiction. Any court not a court of record⁸ has no authority to proceed without the consent of the persons involved. A court of record is a superior court a court not of record is an inferior court. No judge or legislators can alter that which the People ordained, to alter is high treason.

- 1) Respondents, having no agreement with petitioner, conspired⁹ under color of law in a "nisi prius¹⁰ de facto¹¹ quasi¹² court not of record proceeding in equity" and

⁷ Basso v. UPL, 495 F. 2d 906; Brook v. Yawkey, 200 F. 2d 633; Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

⁸ **COURTS OF RECORD and COURTS NOT OF RECORD** – The former being those whose acts and judicial proceedings are enrolled, or recorded, for a perpetual memory and testimony, and which have power to fine or imprison for contempt. Error lies to their judgments, and they generally possess a seal. Courts not of record are those of inferior dignity, which have no power to fine or imprison, and in which the proceedings are not enrolled or recorded. 3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.

⁹ **18 USC 241**: If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.

¹⁰ **NISI PRIUS**: is a Latin term (Bouvier's Law) Where courts bearing this name exist in the United States, they are instituted by statutory provision.; Black's 5th "Prius" means "first." "Nisi" means "unless." A "nisi prius" procedure is a procedure to which a party FIRST agrees UNLESS he objects.; Blacks 4th - A rule of procedure in courts is that if a party fails to object to something, then it means he agrees to it. A nisi procedure is a procedure to which a person has failed to object A "nisi prius court" is a court which will proceed unless a party objects. The agreement to proceed is obtained from the parties first.

¹¹ **DE FACTO**: In fact, in deed, actually. This phrase is used to characterize an officer, a government, a past action, or a state of affairs which must be accepted for all practical purposes, but is illegal or illegitimate. In this sense it is the contrary of de jure, which means rightful, legitimate, just, or constitutional. Thus, an officer, king, or government de facto is one who is in actual possession of the office or supreme power, but by usurpation, or without lawful title; while an officer, king, or governor de jure is one who has just claim and rightful title to the office or power, but has never had plenary possession of it, or is not in actual possession. 4 Bl.Comm. 77, 78. MacLeod v. United States, 229 U.S. 416, 33 S.Ct. 955, 57 L.Ed. 1260; Wheatley v. Consolidated Lumber Co., 167 Cal. 441, 139 P. 1057, 1059.

¹² **QUASI**: Lat. As if; almost as it were; analogous to. This term is used in legal phraseology to indicate that one subject resembles another, with which it is compared, in certain characteristics, but that there are intrinsic and material differences between them. Bicknell v. ,Garrett, 1 Wash.2d 564, 96 P.2d 592, 595, 126 A.L.R. 258; Cannon v. Miller, 22 Wash.2d 227, 155 P.2d 500, 503, 507, 157 A.L.R. 530. Marker v. State, 25 Ala.App. 91, 142 So. 105, 106. It is often prefixed to English words, implying mere appearance or want of reality. State v. Jeffrey, 188 Minn. 476, 247 N.W. 692, 693.

not at law;¹³ depriving¹⁴ petitioner's unalienable right¹⁵ of due process, secured by the Bill of Rights, with the intent to proceed unlawfully carrying petitioner away to jurisdictions unknown.

- 2) "Service of an appearance ticket on an accused does not confer personal or subject matter jurisdiction upon a criminal court."¹⁶
- 3) "Trial court acts without jurisdiction when it acts without inherent or common law authority."¹⁷
- 4) "Inferior courts are those whose jurisdiction is limited and special and whose proceedings are not according to the course of the common law. Criminal courts proceed according to statutory law. Jurisdiction and procedure is defined by statute. Likewise, civil courts and admiralty courts proceed according to statutory law. Any court proceeding according to statutory law is not a court of record (which only proceeds according to common law); it is an inferior court."¹⁸
- 5) Respondents not being able to prove a claim and fiduciary authority over petitioner necessary for a lawful seizure of body and/or property in a court of record conspired and devise a plan under the color of law to bypass petitioner's unalienable right of "due process" in a court not of record in jurisdictions' unknown.
- 6) Respondents are fraudulently denying petitioner's unalienable right of due process¹⁹ in a court of record proceeding according to Natural Law protected by Amendments V and VII.

¹³ AT LAW. [Bouvier's] This phrase is used to point out that a thing is to be done according to the course of the common law; it is distinguished from a proceeding in equity.; ALL CASES AT LAW. [Black's Law 4th] Within constitutional guaranty of jury trial, refers to common law actions as distinguished from causes in equity and certain other proceedings. *Breimhorst v. Beckman*, 227 Minn. 409, 35 N.W.2d 719, 734. According to law; by, for, or in law; particularly in distinction from that which is done in or according to equity; or in titles such as sergeant at law, barrister at law, attorney or counsellor at law. *Hooker v. Nichols*, 116 N.C. 157, 21 S.E. 208.

¹⁴ 18 USC 242 Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

¹⁵ 42 USC 1983 Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress,...

¹⁶ *People v. Giusti*, 673 N.Y.S.2d 824, 176 Misc.2d 377 (1998) "No valid conviction can occur if the charging instrument is void." *State v. Wilson*, 6 S.W.3d 504 (1998)

¹⁷ *State v. Rodriguez*, 725 A.2d 635, 125 Md.App 428, cert den 731 A.2d 971, 354 Md. 573 (1999)

¹⁸ *Ex parte Watkins*, 3 Pet., at 202-203. cited by *SCHNECKLOTH v. BUSTAMONTE*, 412 U.S. 218, 255 (1973).

¹⁹ "Law of the land," "due course of law," and "due process of law" are synonymous. *People v. Skinner*, Cal., 110 P.2d 41, 45; *State v. Rossi*, 71 R.I. 284, 43 A.2d 323, 326; *Direct Plumbing Supply Co. v. City of Dayton*, 138 Ohio St. 540, 38 N.E.2d 70, 72, 137 A.L.R. 1058; *Stoner v. Higginson*, 316 Pa. 481, 175 A. 527, 531.

- 7) American courts are vested by the People, “*the author and source of law*,”²⁰ through constitutions²¹ ordained by the People. Therefore, a court must first have “constitutional authority” over an individual before it can proceed.

55 **THE COMMON LAW PERMITS THE DESTRUCTION OF
THE ABATEMENT OF NUISANCES BY SUMMARY PROCEEDINGS**

60 **16 AMERICAN JURISPRUDENCE 2ND, SECTION 114:** “*As to the construction, with reference to Common Law, an important cannon of construction is that constitutions must be construed to reference to the Common Law. The Common Law, so permitted destruction*
65 *of the abatement of nuisances by summary proceedings and it was never supposed that a constitutional provision was intended to interfere with this established principle and although there is no common law of the United States in a sense of a national customary law as distinguished from the common law of England, adopted in the several states. In interpreting the Federal Constitution, recourse may still be had to the aid of the Common*
Law of England. It has been said that without reference to the common law, the language of the Federal Constitution could not be understood.”

COURT LACKS JURISDICTION

70 “No sanction can be imposed absent proof of jurisdiction.”²² “No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence.”²³

75 No court has discretion to ignore its lack of jurisdiction.²⁴ “The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings.”²⁵ “A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well established law that a void order can be challenged in any court.”²⁶ Therefore, “the burden shifts to the court to prove jurisdiction²⁷ on the record, all jurisdiction facts related to the jurisdiction asserted.”²⁸

²⁰ “Sovereignty itself is, of course, not subject to law, for it is the author and source of law;” -- Yick Wo v. Hopkins, 118 US 356, 370.

²¹ That which is laid down, ordained, or established. Koenig v. Flynn, 258 N.Y. 292, 179 N. E. 705.

²² Stanard v. Olesen, 74 S. Ct. 768.

²³ Ableman v. Booth, 21 Howard 506 (1859)

²⁴ “There is no discretion to ignore lack of jurisdiction.” Joyce v. U.S. 474 2D 215.

²⁵ Hagans v. Lavine, 415 U. S. 533.

²⁶ OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

²⁷ Rosemond v. Lambert, 469 F2d 416.

²⁸ Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150; Main v. Thiboutot, 100 S. Ct. 2502 (1980); “A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property.” Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732; “Jurisdiction is fundamental and a judgment

“Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of jurisdiction.”²⁹

80 In criminal cases, a court must have an indictment by an untainted (non-statutory) grand jury, in other words, the permission by the People to proceed. Furthermore, “all” state laws and constitutions are ultimately governed by the “Supremacy Clause” of the Constitution for the United States of America as ordained by the People in Article VI, clause 2, that defines the “Law of the Land.” And, since Constitutions must be construed
85 to reference the common law, summary proceedings³⁰ would deny petitioner’s 7th Amendment’s right³¹ of trial by jury and, thereby, would be repugnant rendering any such decision null and void.

“Once challenged, jurisdiction cannot be ‘assumed’, it must be proved to exist.”³²
“However late this objection has been made, or may be made in any cause, in an inferior
90 or appellate court of the United States, it must be considered and decided, before any court can move one further step in the cause; as any movement is necessarily the exercise of jurisdiction.”³³ “If any tribunal finds absence of proof of jurisdiction over person and subject matter, the case must be dismissed.”³⁴

95 Finally jurisdiction cannot be decided by the court being challenged. This court must dismiss this case for lack of personam jurisdiction immediately or make an argument for jurisdiction in a court of record. Refusal by this court, not of record, to obey the law and pursue a voidable decision will cause the petitioner to move this case into federal court for cause in violation of petitioner’s right of due process for damages and dismissal.

rendered by a court that does not have jurisdiction to hear is void ab initio.” In Re Application of Wyatt, 300 P. 132; Re Cavitt, 118 P2d 846; “A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance.” Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.

²⁹ Merritt v. Hunter, C.A. Kansas 170 F2d 739.

³⁰ **Summary proceeding:** Any proceeding by which a controversy is settled, case disposed of, or trial conducted, in a prompt and simple manner, without the aid of a jury, without presentment or indictment, or in other respects out of the regular course of the common law. Sweet see Phillips v. Phillips, 8 N.J.L. 122.

³¹ Amendment VII *In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law.*

³² Stuck v. Medical Examiners, 94 Ca2d 751.211 P2s 389.; Maine v. Thiboutot, 100 S. Ct. 250.; McNutt v. G.M., 56 S. Ct. 789,80 L. Ed. 1135.; Griffin v. Mathews, 310 Supp. 341, 423 F. 2d 272.; Basso v. U.P.L., 495 F 2d. 906.; Thomson v. Gaskiel, 62 S. Ct. 673, 83 L. Ed. 111.; and Albrecht v U.S., 273 U.S. 1,


³³ Rhode Island v. Massachusetts, 37 U.S. 657, 718, 9L.Ed. 1233 (1838).

³⁴ Louisville R.R. v. Motley, 211 U.S. 149, 29 S. Ct. 42

100 **WHEREFORE**, petitioner denies this court personam jurisdiction and moves this court to
 cease and desist with prejudice from all actions against petitioner and restore the petitioner
 to their original state for lack of constitutional authority and personam jurisdiction.
 Failure of the officers of this court to comply with the "Law of the Land"³⁵ and their oath³⁶
 105 to the Law will result in further action in federal court charging 18 USC §241 conspiracy
 against Rights, 18 USC §242 deprivation of Rights, and restitution as required by
 common law, and Fraud upon the court via judicial machinery.³⁷

SEAL

Dated

110 
 In pro per

NOTARY

115 Michigan State, Kent County on this 15th day of June 2020 before me, the subscriber, personally appeared
 Keith A. Goodwin to me known to be the living (wo)man described in and who executed the forgoing instrument and sworn
 before me that (s)he executed the same as their free will act and deed.



³⁵ **US Constitution Article VI Clause 2:** This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding.

³⁶ **US Constitution Article VI Clause 3:** The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States.

³⁷ **Fraud upon the court:** In *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "*Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted.*"

IN THE UNITED STATES DISTRICT COMMON LAW COURT OF RECORD
17th DISTRICT COURT OF KENT COUNTY OF
GRAND RAPIDS MICHIGAN

PAUL J. DENENFELD

Case No: 20 - 04250 - CZ
(P-36982)

Keith A. Goodwin;

Claimant/Plaintiff.

Judge Paul L. Maloney's;

Respondent/Defendant.

-) Nature of case: Tort Claim Petition
-) in Common Law,
-) Claim: Fraud, "Federal
-) Subcontractor Rendered
-) Incompetent" "Violating Public
-) Oath of Office" Lying under Oath,
-) Perjury, Holding a Public Office
-) while not being American Citizens,
-) Presenting himself as "State
-) Officials" while in fact operating as
-) "Officer" of a "Privately Owned
-) Banks & Corporations", Illegal
-) Monopolizing, Violating Antitrust
-) Laws Holding an American public
-) office and pretending to serve public
-) interest while "Covertly" operating as
-) "Officers of "Foreign Banks &
-) Corporations having Fraudulent
-) Intent to Deceive the American

Public”, High Treason with intent to
over throw the American Government
18 U.S. Code § 2385. Advocating
overthrow of Government, Theft of
Property, Grand Larceny,
Deprivation of Private Property
without Due Process of Law,
Breach of Public Trust with
Fraudulent Intent to deceive, **Ex**
Parte Communications having
Corrupt Intent to Interfere with
Court Proceedings, *Tampering with*
***Evidence*”, “Delaying Response in a**
Timely Manner” Denying due
Process, **Duress and Coercion,**
Usurpation, “Obstruction of
Justice”, Violation of the **“Bill of**
Exchange Act” RICO Conspiracy in
affiliation with Banks and
Corporations in **“*Mafia Gang*”**
activities, **Extortion,** Racketeering,
Illegal Alteration, Violation of
Swindle Laws, Civil Rights

Violations, Financial Discrimination
against a Legally Registered Credit
Agreement Payoff Security
Instrument and Release of Debt Lien
Security Contract Property Default and
Breach; Fraud; RICO; Financial
Discrimination; and **Speedy Trial by
Jury inviolate Requested.**

**COMMON LAW COURT OF RECORD TORT CLAIM
PETITION AND REQUEST FOR A SPEEDY TRIAL BY JURY
INVIOULATE**

Opening Statement: Greetings to this common law court of record, to the judges presiding over this case. To Judge Maloney, in continuation of our conversation concerning my objection to Magistrate Greens recommendation to dismiss Case No. 1:19-cv-859, every time I must read your ruling I find it puzzling as to how you came to such a conclusion, seeing you have no Person am jurisdiction to dismiss, summary judgement or throw the case out. As a reminder, I did recommend that you *“Do the Right Thing and Judge Righteously”*.

This is “Common Law”, and because it is common law Case No. 1:19-cv-859 is still a live ball and the ball is in my court.*(No Pun Intended)*

I have made it very clear throughout the case, that this is a “Common Law Court of Record”. I would ask this court of record to put a stop to this judicial game of “*Catch Me if You Can, but I don’t Think you Can*” being played against me. When exercising my constitutional rights, I expect a “*Real*” presiding judge, not someone acting under “*Color of Law*”, stealing my money and property. I pray that this will not happen in this court of record as it did in working with Judge Maloney. I intend to show and make this court of record explicitly, individually, personally, and undeniably aware of criminal acts, mis-administration and malfeasance committed and directed by Corporate Officer Judge Maloney, functioning in blatant Breach of Trust and Conflict of Interest while fraudulently concluding a judgement in a court he did not have jurisdiction to proceed in.

INTRODUCTION TO CLAIM

The Claimant believes that this is a “Common Law Court of Record and request of a speedy trial by jury shall be preserved; 5th & 7th Amendment. Court Case No. 1:19-cv-859 was presented before Common Law Court of Record by the Claimant with the request of a speedy trial by jury shall be preserved; 5th & 7th Amendment. The Respondent has committed fraud in factum upon this “Common Law Court of Record”. Respondents, having no agreement with Claimant, conspired⁹ under color of law in a “nisi prius¹⁰ de facto¹¹ quasi¹² court “Not of Record” when it was made clear the claimant filed under a “Common Law Court of Record”. The judge by proceeding in equity” and not at law;¹³ deprived¹⁴ the Claimant of unalienable rights¹⁵ of due process, secured by the Bill of Rights, and continued unlawfully carrying the Claimant away to jurisdictions unknown.

1. Seeing this was a “Nisi Prius Court “Not” of Record the respondent mislead the Claimant to believe he was before “*American Public Officials or State Officers*” not “*Officers of Foreign Banks & Corporations*”. Judge Maloney a member of the “Bar Association” which by definition: “Citizens of the Inner City of London City State and foreigners on American soil” presided over Case No. 1:19-cv-859 perpetrating a “*Sworn with an Oath*” public office “*Pretending*.” to serve the claimants common law

interest but did not come into compliance and live within the limitations or have jurisdiction of his actual Office/OFFICE. The Respondent not being able to disprove the claim brought against the banks he covertly represents, conspired and devised a plan under color of law to bypass petitioner's unalienable right of "due process" using a court "*Not*" of record wielding jurisdictions' he did not have.

2. The Respondent is employed by the Federal Reserve dba United States of America, Inc. and/or IMF dba UNITED STATES INC. Both entities are foreign banks and corporations that are currently in bankruptcy and must vacate the United States for 90 days during liquidation. According to the Constitution **"When any federal subcontractor is rendered incompetent for any reason including Bankruptcy the powers delegated to them via the Constitutions return to the delegator by operation of Law"**. Judge Maloney because of his foreign citizen status and through his employment by the Federal Reserve and/or IMF has been "RENDERED INCOMPETENT" and rightfully so. **(EXHIBIT "A"- Affidavit of Fact and Truth)**

3. The respondent committed Fraud in factum against the claimant by not disclosing the true nature of his judicial office being an officer and employee of foreign banks and acting under color of law in a “Common Law Court of Record”. The claimant filed Case No. 1:19-cv-859 against Flagstar Bank which is a subsidiary of the Federal Reserve and/or IMF which the respondent is employed and covertly represents. The Respondent not having jurisdiction, proceeded with the case disguising himself under color of law, threw the claim out of common law court (*Which in a Common Law Court of Record, a Judge Cannot Do!*) and ultimately stole the claimants money and property by violating jurisdiction and proceeded to trespass, denying the right to a trial by jury. **Suits in common law, the right of trial by jury “*Shall Be Preserved*”; Fifth and Seventh Amendment.**

BACKGROUND

To this court of record, the Lawsuit was filed against Flagstar bank concerning the payoff of a home using legal tender. Flagstar Bank accepted the security instrument, maintained it for a few days, then refused to act as the middleman in the process of financial exchange. The Respondent not having jurisdiction acting under color of law, denied the Claimant his due process in court throwing the case out in favor of his affiliate Flagstar Bank. Through this conflict of interest, the respondent who acted under color of law has **stolen money** because the sale of the house was imminent, **defrauded** the Claimant of his **private property, and extorted money under armed force** because the Claimant must continue to make payments on a fraudulent debt after the debt has been legally satisfied. **No person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation;** **Amendment V. Suits in common law, the right of trial by jury shall be preserved; Fifth and Seventh Amendment**

Flagstar being a subsidiary of the IMF and/or Federal Reserve broke the law by refusing legal tender. The respondent being an officer of these foreign banks & corporations is obligated to act on *“Their”* behalf protecting *“Their”* financial interest. The Claimant is in the banking business and is a ***“Legally Registered Private Banker”*** as required by law (**EXIBIT C**) He is in good standing as a member of the Private Banker National Banking Association. Through his legal registration as a Private Banker the Claimant presented a ***“Legally Processed Credit Agreement Payoff Security Instrument”*** (**EXIBIT B**) which is **Required by Law to be Accepted as Legal Tender of payments of all debts both public and private by Banks, financial institutions, IRS, and “ALL” Government entities,** which means the ***“Courts”*** must recognize CAP Securities as legal tender. The Respondent illegally disrespected and refused to recognize the said lien Credit Agreement Payoff Security and discredited the Claimant as a ***“Legally Registered Private Banker”***. The Respondent allowed legal threats and coercion to intimidate & eliminate the ***“Competition/Private Bankers”*** on behalf of the banking monopoly he is paid to protect, (**EXIBIT G**) violating

Antitrust Laws, R.I.C.O. Intimidation and Coercion Laws. Even Flagstar Bank acknowledged the claimants banking credentials and the validity of the CAP Security Instrument.

“The Instrument has a Certified Negotiable Security Number, it has been bopped with a Federal Postal Date Stamp, it is a U.C.C. Commercially Registered Security Instrument with Registration number, it has a “Signature Guaranteed Green Medallion Stamp” and most importantly a “Medallion Signature Verification Securitized Transfer Stamp”.

It is a “Legally Recognized Negotiable Instrument” and beautifully crafted.”

The **Medallion Signature Verification Security Transfer Stamp** falls under **U.C.C. Article 8 - Securities, part 3. TRANSFER.** The **Securities Transfer Agents Medallion Program (STAMP)** is a signature guarantee program for negotiable security instruments that are United States and Canada currency, and endorsed by the **Securities Transfer Association (STA)** and Recognized by the securities industry, banks, “***Courts***” and financial participants in the United States and Canada. Any **Negotiable Promissory Note** or International Promissory Note Security Instrument

is legal tender, money, and U.S. currency under U.C.C., National, State, and International laws and **qualifies for the Medallion Stamp** as proof of Makers Signature and a Security Instrument. **Public Law 73-10, Chapter 48 Statute 112 obligates the U.S. Government to pay all debts, principal and Interest, incurred by the American People**”

Clearly this Security Instrument was legally processed according to U.S. banking standards, yet the judge refused to acknowledge U.S. Currency and denied the reality of legal tender.

The respondent with no jurisdiction, acting in conflict of interest as “Corporate Officer” and employee of this privately owned and operated for-profit bank/corporation dba United States of America Inc. and/or UNITED STATES, INC.— at the same time claimed to be “State Officer” of the Clamant aka the American People. This has led to the unauthorized hypothecation of debt against the American Peoples private assets, identity theft, fiduciary malfeasance, **fraud, extortion under armed force, and Breach of Trust** usurpation which is what has taken place in Judge Maloney’s court against the Claimant.

Because the respondent works on behalf of the Federal Reserve/IMF dba the United States of America Inc. and/or UNITED STATES, INC. and their subsidiary banks, he is responsible in meeting the contractual and fiduciary obligations owed to the Claimant (*particularly during liquidation*). This court of record is being made explicitly, individually, personally, and undeniably aware of criminal acts of misadministration and malfeasance being committed and directed by Federal Reserve, IMF Corporate Officer Judge Maloney, functioning in blatant Breach of Trust and Conflict of Interest, lacking in subject matter and jurisdiction.

The respondent has committed Fraud in lacking in subject matter and jurisdiction depriving the Claimant of a **Legal Right to Speedy Trial by Jury According to the 5th and 7th Amendment** and violation of the Claimants **Inalienable Rights** by presenting himself as a State Officer to the American people when in fact he is not. This deceptive act of **fraud** and **high treason** has caused the Claimant **loss of property, time, money and defamation of character and good business name** by the

judge's **lack of subject matter and jurisdiction**, yet proceeded on with this charade under **color of law** in a **"Common Law Court of Record"** with **fraudulent intent to deceive**. **'Federal Court'**, is a **'Court Of Record'**; 25 C.J. Vol., Federal Court § 344, pg. 9741; In a **'court of record'**, the Magistrate, Judge and Attorneys are independent of the tribunal. **Black's Law Dictionary, 4th Ed. pg. 10141**; A **'court of record'**: acts in accordance with common law. **Black's Law Dictionary, 4th Ed. pg. 10141**; and **Suits in common law, the right of trial by jury shall be preserved; Fifth and Seventh Amendment.**

STATEMENT OF TORT CLAIM PETITION FACTS

I, **Keith A. Goodwin**, Claimant/Petitioner, with first-hand knowledge as a harmed and injured victim and competent witness claims and requests a speedy **Trial By Jury Inviolat**, pursuant to the **5th and 6th Amendments**; To this Judge Paul L. Maloney, please be informed that you do not represent me and that I am not your employee. I am in fact your employer and benefactor and am a Beneficiary of the United States

Trust which you are "*Supposed*" to be administering as Trustee in "*My*" behalf, not on behalf of Foreign Banks and Corporations; also be informed that KEITH ALEXANDER GOODWIN and KEITH A. GOODWIN and all other franchises created or thought to be created and operated under these names owe their allegiance to the land of Michigan, are of age, and as a "State Citizen" and "Legally Registered Private Banker" are voluntarily expatriated from any allegiance, obligation, or association with the corporation doing business as the UNITED STATES and equally expatriated from any allegiance, obligation, or association with the corporation doing business as THE UNITED STATES OF AMERICA.

The prime directive ordained by the American People planned for their government was to:

- (1) form a more perfect union
- (2) establish justice
- (3) insure domestic tranquility
- (4) provide for the common defense
- (5) promote the general welfare, and

(6) secure the blessings of liberty to ourselves and our posterity.

The subsequent violent felony acts of war by the Respondent

(Employee) against the aforesaid prime directive:

(1) debilitates the union of the American People,

(2) establishes injustice,

(3) undermines domestic tranquility,

(4) renders the People vulnerable to foreign and domestic crimes and enemies, such as Flagstar Bank which is a foreign corporation currently in liquidation.

(5) destabilizes the general welfare, and

(6) annihilates the blessings of liberty to ourselves and our posterity.

Common-sense can only conclude that there are forces within our employee's (the judicial system) conspiring war and subterfuge against the American People by denying the very republic form of government that they took an oath to protect and defend against all enemies domestic and "*Foreign*". Thereby it is the duty of all oath-takers to obey and defend the Constitution, by simply obeying the law of the land and acknowledging the unalienable right of the People.

- My employee/public servant (Respondent) has exposed We the People to all the dangers of invasion from without, and subversion from within
- My employee/public servant (Respondent) has transformed his office as judge into a chancellor dependent upon the will of the BAR Guild alone, a society of mercenary economic corporate hit men-Esquires, resolute on destroying common law, which is the foundation of America;
- My employee/public servant (Respondent) has joined with foreign bankers to subject the Claimant aka American People to a jurisdiction foreign to his Constitution, and unacknowledged our laws; giving assent to foreign banks & corporations coup against our private property and land.
- My employee/public servant (Respondent) has deprived the Claimant aka American People of the benefits of honest Trial by Jury;

- My employee/public servant (Respondent) has deprived us of the benefits of unriggered Grand Juries & lawsuits;
- My employee/public servant (Respondent) has transported us into chancery courts to be tried for pretended offences;
- My employee/public servant (Respondent) has arrogantly disregarded our Bill of Rights, abolishing our most valuable laws, fundamentally altering the Peoples form of government, without consent;
- My employee/public servant (Respondent) has waged War against me the Claimant;
- My employee/public servant (Respondent) has plundered my business and destroyed the lives of American people;
- My employee/public servant (Respondent) has engaged in Racketeering and extortion through our courts;
- My employee/public servant (Respondent) has held mock trials in courts not of record and thereby unlawfully and financially fleecing the Claimant aka American People, denying due process.

- My employee/public servant (Respondent) has stolen the Claimant aka American People's homes in rem and fraud assisting bankers in double-dipping;
- My employee/public servant (Respondent) has turned our common law courts into chancery courts of injustice;
- My employee/public servant (Respondent) has put the Claimant aka American People in debtors prison;
- My employee/public servant (Respondent) has transformed the unalienable rights of the Claimant into a crime, violating at every stage our Bill of Prohibitions, serving the BAR which is a foreign corporation and not the American People:
- My employee/public servant (Respondent) has deprived the Claimant of life, liberty, or property, without due process of law, my servant has seized private property under rem and caprice;
- My employee/public servant (Respondent) has denied assistance of counsel unless they were BAR co-conspirators of the court to

stealthily deprive People of knowing their unalienable rights that they are violating;

- My employee/servant (Respondent) has (*Against Amendment VII*) denied suits at common law, our servants have denied trial by jury, our servants have denied the Claimant aka American Peoples heritage, which is “Common Law”;
- Against Amendment X, my employee/public servant (Respondent) has corrupted government at every level and have turned sovereignty of the People into a crime.

At every stage of the lawsuit the Claimant requested for a speedy trial by jury in a “Common Law Court of Record”. The Claimants repeated request has been answered only by repeated injury. The Respondent whose character is thus marked by every act which may define a Tyrant, is unfit to be steward of a free People/Claimant; therefore the Claimant aka American People command you to repent and obey the law of the land or face the wrath of We the People. Which unfortunately is what we see happening in our land today because of judges like Paul L. Maloney. Ignoring “*ALL*” my complaints against the magistrate’s and discrediting

“*ALL*” my credentials and throwing the case out in favor of the bank
“*KNOWING*” they had broken the law WAS WRONG! We the People
are not taking it anymore! **(EXIBIT E)**

In the Objection to Magistrates Report **(EXIBIT E)** I argued:

- The issue of an Ex Parte communication was raised. The Respondent said the Claimant showed no evidence of this meeting taking place. The respondent never asked or gave the Claimant a chance to produce any evidence of this meeting and quickly through the case out of court. Then went further to say “I conceded that I don’t know what they talked about.” As a State citizen and living man on dry ground in Propria Persona “I DO NOT HAVE TO KNOW WHAT THEY TALKED ABOUT”! Maybe this kind of Ex Parte nonsense goes on in a Nisi Prius, quasi, de facto court “Not” of record but in a common law court “OF” record the only Officials that are to be sequestered at “*Any Time*” under “*Any Circumstances*” is the Jury, for which you “*Lacking Jurisdiction*”

“Acting” under ***“Color of Law”*** denied me the right to a speedy trial by.

- Using irrelevant and unrelated court cases being argued against the Claimant, because the magistrate wasn’t able to build a case to justify his recommendation to throw the case out.” **(EXIBIT E pg. 4 & 7)** I challenged Jurisdiction of the Magistrate to recommend anything at all, because of his acting outside of common law **(EXIBIT E pg. 4)**. The Respondent should have acknowledged the cases used against the Claimant were irrelevant to common law, security instruments and/or banking. So not only does the Respondent lack jurisdiction he also lacks good judgement.
- The magistrate took two months to answer to this case. When he did answer he used a preformatted software he probably downloaded from some obscure site called “Legal Arguments are Us” or something. I wrote in **EXIBIT E pg.7** “He took all that time pretending to review this case and got it done ironically enough ***“The Day Before Christmas Eve During the Holidays”***. This entire report may have been put together in less than an hour.”

(EXIBIT E pg. 7) William E Gladstone, famously said '**justice delayed is justice denied**'. The Claimant requested a "*Speedy*" trial by "*Jury*" throughout this entire lawsuit, but because of fraud didn't get either one.

- The magistrate attempted to present the Claimant before the court of record as "Pro Se in Forma Pauperis". The Claimant vehemently and proudly proclaimed "I am a living man on dry ground, on dry soil in Michigan the Republic standing before the court of record in "*Propria Persona*". **(EXIBIT E pg. 4)** This was indeed a "Common Law Court of Record".
- The Respondent continued to persist the Claimant drafted his security instrument up himself. NO -THE - CLAIMANT - DID - NOT. This is a "Legally Registered CAP Security Instrument" drawn up by a **BANK!** The medallion signature verification securitized transfer stamp on the instrument has the name of the bank/maker on it. If you read it, you will see it is not the Claimant's name written on the stamp. Flagstar Bank never argued the validity of the instrument, in fact they never argued anything at

- all, they just didn't want to take it, and the judge said ok you don't have to. If you read carefully it was the Respondent that created an argument on behalf of the bank for dismissal, none of which holds any weight. The CAP Security is real and is Legal U.S. tender good for payments of all debts both public and private, and is required by law to be **"accepted"** by **Banks** and **"ALL" Government entities**, which means **Courts** and **Judges** as well".
- The argument the bank presented was "We do not hold the note" which is not a legal argument because banks don't hold notes anyway! Being a Private Banker the Claimant understands how banking works both under "Common Law" and "Corporate Law". The Claimant presented a detailed yet very easy to understand as to how corporate banks operate and clarified how "We do not hold the note" is of **"No Legal Standing"**. Please read **(EXIBIT F)**. The truth is, the Claimant won the case before it went to trial, *"Which is why they had to keep it from ever going to trial"*.

The Respondent has impersonated a State Officer and has illegally executed the office of a Federal Judge; with positive and verifiable proof (being rendered “Incompetent” through the bankruptcy filing of the IMF and Federal Reserve) denouncing his American Citizenship pledging allegiance to the crown as an attorney which is foreign by definition and “Violating an Oath to Public Office and Service”. The Respondent who has been “Rendered Incompetent by Bankruptcy” has illegally ruled that the Claimant who is a “Living man on dry soil on dry land on dry ground in Michigan the Republic a State Citizen and Legally Registered Private Banker under Common Law” is not worthy to be heard in his “*Very Own*” Common Law Court of Record. (*How Ridiculous Does that Sound*) In “*Facts*” as to how common law works, under common law the Judge is “*Forbidden*” to act independent of the jury deciding the fate of the Claimant and/or Respondent. The verdict to dismiss is “Null & Void” because under “Common Law” the decision is for a “*Jury*” as a “*Finder of Facts*” to decide, not the Judge. The Claimant who has Reserved all Rights at All Times and has Waived None entered a “Motion to Vacate Final Ruling” based on the premises the judge ruled

“Unconstitutionally” because a **'court of record': acts in accordance** with **“Common Law”** (*Not Equity*). Black’s Law Dictionary, 4th Ed. pg. 10141; and Suits in common law, **the right of trial by jury shall be preserved**; Fifth and Seventh Amendment. Therefore, anything that is **“Unconstitutional”** in a common law court of record is **“Null and Void”**.

Through the respondents unauthorized actions proceeding without authority he has committed **High Treason, High Felony Fraud, Grand Theft and Larceny** of the claimants **property, money and credit** by **Proceeding in court with Lack of Jurisdiction and acting under color of law, Extortion under armed force, Violating Public Oath of Office, Impersonating a Judge under color of law, Lying Under Oath, Breach of Public Trust with Fraudulent Intent to Deceive, Ex parte Communications, Obstruction of Justice, Tampering with Evidence, Malfeasance, Holding an American public office and pretending to serve public interest while “Secretly” operating as “Officers” of “Foreign Banks & Corporations”**, This deceptive act of **fraud and high treason**

has caused the Claimant **loss of property, time, money and defamation** of **character** and has brought ill on the claimants **good business name**.
4th Amendment and 5th Amendment of speedy **Trial by Jury inviolate**.
'Federal Court', is a 'Court Of Record'; 25 C.J. Vol., Federal Court
§ 344, pg. 9741; In a 'court of record '

FIRST CAUSE OF ACTION
BREACH OF PUBLIC TRUST WITH FRAUDULANT
INTENT TO DECIEVE

The Claimant believes this is a **Common Law Court of Record** and states that the controversy began when the Claimant filed a lawsuit with the court having trust and public confidence in the integrity of the court's presiding judges. This foreign officer was "*Pretending*" to serve the American public interest, fraudulently holding a "*Public Office*" while simultaneously acting as agent of foreign banks and corporations. (a) **Whoever, being a public official, is or acts as an agent of a foreign principal required to register under the Foreign Agents Registration Act of 1938 in connection with the**

representation of a foreign entity, 18 U.S. Code § 219. Officers and employees acting as agents of foreign principalsThe identity or nature of the Judges Office was never disclosed nor discussed and was concealed from the Claimant aka the American Public who was suing the very banks the Judge covertly represented. This is a major “Conflict of Interest” with obvious ‘Fraudulent Intent to Deceive’. By the judge having this affiliation, it automatically placed the claimant at a disadvantage not having any possibility of an honest trial. The Respondent has Implemented judicial misconduct intending all along to rule against the claimant in favor of corporations and banks he is secretly affiliated with.

SECOND CAUSE OF ACTION

FRAUD INFACUM UPON THE COURT OF RECORD

Claimant believes that this is a “Common Law Court of Record” and states the fraud in factum occurred with the respondents “Public Oath of Office” when the respondent became (*as was supposed*) a public servant to the American people upholding the integrity of a federal judge in Grand rapids MI and the West Michigan District. The

Respondent swore with an oath, **Committing Perjury**, misleading the Claimant aka the American public by not disclosing his true identity as a foreign officer of a privately owned and operated foreign bank/corporation. The Claimant aka American people have the absolute right to null and void the court's ruling seeing the identity and nature of the judge was not fully disclosed. All payments, assets, distributions and "*Court Rulings*" exercised by the respondent are subject to be disregarded and returned to the claimant with interest plus monetary damages be given to the injured person/claimant. The claimant aka American People are not obligated to recognize "*Any*" court ruling obtained under conditions of fraud. Such a contract or ruling is null and void, as if it never existed at all. The Judge is culpable for his failure to disclose his second job moonlighting as an agent of foreign banks and corporations, ruling in Court against the claimant committing **Theft, and Grand Larceny of Claimants Property, Intentionally Deflating the Value of his CAP Securities** which is **U.S. Legal Tender** under U.C.C., National, State, and **International Laws** and discrediting the Claimants credentials as a

Private Banker attempting to **“Eliminate”** the **Banking Competition** for the **IMF and Federal Reserve Monopolies** whom the judge **“Secretly”** works for **Violating Antitrust Laws** which all falls under the heading of **Fraud and Racketeering** with **fraudulent intentions to deceive, forgery, and RICO Conspiracy** upon this Common Law Court of Record. He is caught red handed committing **Fraud** in factum as a **“Federal Subcontractor being Rendered Incompetent”** **“Violating Public Oath of Office”** Lying under Oath committing **Perjury**, Holding an American public office and pretending to serve public interest while **“Covertly”** operating as **“Officer of “Foreign Banks & Corporations** having **Fraudulent Intent to Deceive the American Public”**, committing **High Treason** with **Intent to Overthrow the American Government** by **Theft** of their **Money and Property** for a **Foreign Corporation** and **Deflating the Value of U.S. Legal Tender/CAP Security’s** **18 U.S. Code § 2385. Advocating overthrow of Government.**

THIRD CAUSE OF ACTION

RICO CONSPIRACY, RACKETEERING AND EX PARTE COMMUNICATION

The Claimant Believes that this is a “Common Law Court of Record” and states that possible RICO Conspiracy and Racketeering began with Flagstar being a subsidiary of the IMF and/or Federal Reserve broke the law by refusing legal tender. Judge Maloney having this inappropriate link to these foreign banks & corporations has an obligation to act on their behalf protecting their financial interest. It has an Al Capone type flare with the judge being the muscle behind this possible illegal racket under the guise of “State Official”.

The Claimant is in the banking business and is a “***Legally Registered Private Banker***” as required by law (**EXHIBIT C**) Through his legal registration as a Private Banker the Claimant presented a “***Legally Processed Credit Agreement Payoff Security Instrument***” (**EXHIBIT B**) which is **Required by Law to be Accepted as Legal Tender of payments of all debts both public and private by Banks, financial institutions, IRS, and “ALL” Government entities,** which means the

“Courts” must recognize CAP Securities as legal tender. The Respondent illegally disrespected and refused to recognize the said lien Credit Agreement Payoff Security and disregarded the legal instrument. Seeing the Respondent appears to be the power behind a potential illegal operation, he strong armed the claimant by allowing threats and coercion to intimidate and eliminate the **“Competition/Private Bankers” (EXIBIT G)** from the banking monopoly he is paid to protect, violating **Antitrust Laws, Intimidation and Coercion Laws**. Through the IMF and Federal Reserve’s bankruptcy filing, this has pulled back the curtains and the respondent has been caught **“Red Handed”** committing **Fraud** in factum because through this event of bankruptcy, the respondent’s true identity has been revealed as a Federal **“Sub” Contractor** being rendered **“Incompetent”** and an **“Officer of Foreign Banks”** It all makes sense.

FORTH & FINAL CAUSE OF ACTION
AND LACK OF SUBJECT MATTER AND JURISDICTION
ACTING UNDER COLOR OF LAW

The Respondent “acting” in capacity of a federal judge has deprived the Claimant of his right to a speedy trial by jury outside “*Jurisdiction*” “*Acting*” under “*Color of Law*” and “*Intentionally*” violated the rights of the Claimant on behalf of the foreign banks he covertly represents. According to Constitutional Law when this happens, they are not judge “*at all*” and then become personally liable for the damage they cause. A judge is a Bard Attorney which is foreign by definition: “Citizens of the Inner City of London City State and foreigners on American soil”. The magistrate attempted to present me the claimant as before the court “*Per Se*” filing my claim “*Informa Pauperis*” (**EXHIBIT E pg.4**) I vehemently and proudly proclaimed that I am a living man on dry ground, on dry soil in Michigan the Republic standing before the court of record in “*Propria Persona*”. This was indeed a “Common Law Court of Record” and the respondent did not come into compliance or jurisdiction of their actual Office/OFFICE when he illegally threw the

case out of court. Seeing this was a “Common Law Court of Record” it was not his subject matter or jurisdiction to do so. Judges “*Are Not*” immune from civil rights violations, **U.S 42 1983**. This law is put in place against a judge who is a “*State Actor*” that violates rights in federal courts. This law trumps any law and wipes out “*Immunity*” when rights are violated because the judge is “acting under color of law”

42 U.S. Code § 1983. Civil action for deprivation of rights.

“No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence.” “A judge must be acting within his jurisdiction as to subject matter and person, to be entitled to immunity from civil action for his acts.”

RELIEF REQUESTED

I, Keith Goodwin, Claimant, in this Common Law Court of Record comes with first-hand knowledge as a harmed and Injured Victim who is a competent witness claims and requires compensation as invoiced for lack of subject matter and jurisdiction, with the granting of my Mortgage, which consists of both the Note and Mortgage Lien Security Contract Property, be Satisfied, Released, Discharged, and Cancelled With Prejudice for **lack of jurisdiction**, no legal standing, through

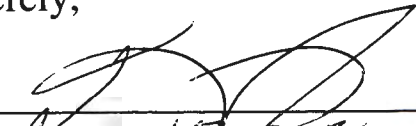
Respondents' intentional **Criminal Fraud**, RICO Conspiracy that has been committed against me. These crimes committed against me consist of **Theft, and Grand Larceny of my Property, Deprivation of my Private Property without Due Process of Law**, Breach of Trust with Fraudulent Intent to Deceive, **Ex Parte Communications** having **Corrupt Intent to Interfere with Court Proceedings, *Tampering with Evidence***", Discrediting my credentials as a Private Banker in an attempt to eliminate the competition for the IMF & Federal Reserve monopoly thereby, Violating Antitrust Laws, Intimidation and Coercion Laws, Lying Under Oath, "***Covertly***" operating as "Officer of **Foreign Banks & Corporations** having **Fraudulent Intent to Deceive the American Public aka me**", **Lack of Subject Matter and Jurisdiction, Acting under color of law** Violation of the "Bill of Exchange Act" **RICO Conspiracy** in affiliation with **Banks and Corporations** in "***Mafia Gang***" like activities, **Extortion Under Armed Force** for the Claimant is forced to continue to make payments after the debt has been "***legally satisfied***", Racketeering, Illegal Alteration, Violation of Swindle Laws, Financial Discrimination against a **Legally Registered Credit Agreement Payoff Security Instrument** and Release of Debt Lien Security Contract Property: See attached INVOICED BILL (**EXHIBIT "I"**)

I, Keith A. Goodwin, non-Attorney and Claimant/Plaintiff, with first-hand knowledge as a harmed and Injured Criminal Fraud Victim, competent first hand witness with Facts claims and say here, and will verify the facts in open court of record that all herein be true. **All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to

keep current address on file with the Clerk's Office may result in the dismissal of my case.

Sincerely,

By: 
Date: JUNE 15, 2020

, in this Court of Record, with first-hand knowledge as a harmed and Injured victim, competent first hand witness claims with ***Reservation of Rights***, U.C.C. 1-308 (Old 207.4), **WITHOUT RECOURSE**, U.C.C 1-103.6, and **Michigan Reservation of Rights (Section 440.1308)**. **All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e) and 50 USC §4305 (b) (2)**. (Performance or acceptance under reservation of rights).

CERTIFICATE OF SERVICE

I, Keith A. Goodwin HEREBY CERTIFY that, on this 7th day of June 2020, a copy of the foregoing was emailed to: Paul L. Maloney or mailed under UPU Postal Rules and Regulations Legal Subpoena by postal stamped Certified Mail.

From: Keith A. Goodwin
Care of UPU, United States Post Office
Care of 1135 Benjamin Ave. S.E.
Grand Rapids, MI, 49506, Non-Domestic
WITHOUT THE UNITED STATES MILITARY ZONES
Telephone: 616-550-3463 Email: **kg3373@aol.com**

To: Judge Paul L. Maloney **ATTN: LEGAL TORT CLAIM PETITION DEPARTMENT – Lawsuit**

137 Federal Bldg, 410 W. Michigan Ave. Kalamazoo, MI 49007

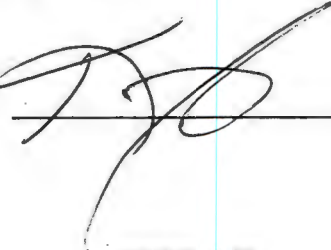
Office Phone: (269)-381-4741

Case Manager: (269)-337-5700

Claimant/Plaintiff,

6/15, 2020

By:



DATE:

JURAT

State of Michigan)

Kent County) ss

Sworn to (or affirmed) and subscribed before me on this 15th day of JUNE 2020 by Keith Alexander Goodwin, proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his free act and deed.



Signature of Notary Public, SEAL

My commission expires 7/16/2024

VOID where prohibited by Law. All offers accepted pursuant to 40 Stat 411 Section (7) (e) and 50 USC §4305 (b) (2).



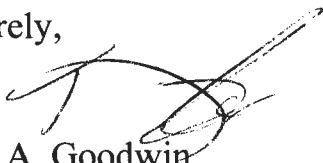
(1)

Foot Note

Just note that before you decide to take this lawsuit lightly and start all the funny business the courts have grown accustomed to doing, I would encourage you to consider the spirit of the moment we are in. I am a minister in the African American Church and am very involved with the community concerning police and judicial misconduct. If I find myself a victim of judicial misconduct once again, I will present this lawsuit before the court of public opinion, doing my part to expose any judicial corruption that encourages the misconduct of law enforcement against the people of West Michigan and American citizens as a whole. I expect to hear from you within 21 days of filing this lawsuit and I expect this issue to be resolved in a forthright and timely manner.

“Jurisdiction cannot be decided by the court “Not” of record being challenged. Neither can jurisdiction be ‘assumed’, once challenged, it must be proved to exist. This court must dismiss this case for lack of personam jurisdiction immediately or make an argument for jurisdiction in a common law court of record”.

Sincerely,



Keith A. Goodwin

P.S. Say Hello to Judge Green for me.

The above noted Certifying NOTARY PUBLIC is not an attorney licensed to practice law in any State and has not given legal advice or accepted fees for legal advice; provided any assistance in the preparation of the above referenced document; nor has any interest in any issue referenced therein. The above noted Certified NOTARY PUBLIC is NOT a party to this action and is ONLY acting in an authorized capacity, requested as a third-party witness to CERTIFY the signature(s) indicated herein, in accordance with Notary Protest, which is a Law of the Sea and Maritime Admiralty law CONCERNING A SECURITY INSTRUMENT, PROMISSORY NOTE, or Bill of Exchange Bankers Note. The Certifying NOTARY is an independent contractor and is not a party to this claim. In fact, the **Certifying NOTARY is a Federal Witness**, pursuant to U.S.C. TITLE 18, PART I, CHAPTER 73, sec. 1512 - Tampering with a witness, victim, or an informant. The Certifying NOTARY also **performs the functions of a Quasi-Postal Inspector** under the Homeland Security Act by being compelled to report any violations of the U.S. Postal Regulations as an Officer of the Executive Department of the UNITED STATES Government. The Noted Certifying NOTARY is a **State Official**;

Officer of the Court; and a Deputy Secretary of State, Appointed and Commissioned by the State Governor, with Representative Authority to issue Notary Protest Certificates of Default and Summary Judgment under the **Administrative Procedure Act of 1946,** and, thereby, authorized to issue a Notary Protest on Negotiable Security Instruments, Promissory Notes, bills of exchange, Bankers Note, Stocks, and Bonds.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

KEITH GOODWIN,

Plaintiff,

v.

FLAGSTAR BANK and
STEVEN SMITH,

Defendants.

Hon. Paul L. Maloney

Case No. 1:19-cv-859

REPORT AND RECOMMENDATION

This matter is before the Court on the following motions: (1) Defendants' Motion for Summary Judgment and/or Dismissal (ECF No. 8); (2) Plaintiff's Motion to Enforce Credit Agreement Contract (ECF No. 2); and (3) Plaintiff's Motions for Summary Judgment (ECF No. 7, 11, and 14). Pursuant to 28 U.S.C. § 636(b)(1)(B), the undersigned recommends that Plaintiff's motions be denied, Defendant's motion be granted, and this matter terminated.

BACKGROUND

Plaintiff initiated this action on October 18, 2019, against Flagstar Bank and one of its managers, Steven Smith. (ECF No. 1). In his complaint, Plaintiff alleges the following.

Plaintiff is a "registered private banker." (ECF No. 1 at PageID.21, 27-28, 31, and 39). In this capacity, he drafted his own personal negotiable instrument (the

“Credit Agreement Payoff Security Instrument” or CAPSI). (*Id.* at PageID.21-22). Pursuant to this instrument, Plaintiff’s mortgage obligation to Fannie Mae and/or Nationstar Bank, in the amount of \$69,000.00, is to be paid in full “from the account of and the obligations of the United States.” (*Id.* at PageID.21). Flagstar Bank and Steven Smith nevertheless refused to accept the CAPSI as payment of a mortgage debt. (*Id.* at PageID.1-4). Plaintiff asserts two causes of action: (1) default and breach of the CAPSI, and (2) “financial discrimination.” (*Id.* at PageID.3-4). Plaintiff seeks \$1,422,000.00 in damages. (*Id.* at PageID.43-44).

Defendants have moved to dismiss Plaintiff’s claims for failure to state a claim on which relief may be granted. Defendants, in the alternative, also move for summary judgment. Plaintiff has responded by filing three separate motions for summary judgment. Plaintiff also filed, contemporaneously with his complaint, a motion requesting that the Court enforce the CAPSI and declare the subject mortgage obligation satisfied and released.

LEGAL STANDARDS

I. Motion to Dismiss

A claim must be dismissed for failure to state a claim on which relief may be granted unless the “[f]actual allegations [are] enough to raise a right for relief above the speculative level on the assumption that all of the complaint’s allegations are true.” *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 545 (2007). The Court need not accept as

true, however, factual allegations which are “clearly irrational or wholly incredible.”
Denton v. Hernandez, 504 U.S. 25, 33 (1992).

As the Supreme Court has held, to avoid dismissal, a complaint must contain “sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 677-78 (2009). This plausibility standard “is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” If the complaint simply pleads facts that are “merely consistent with” a defendant’s liability, it “stops short of the line between possibility and plausibility of ‘entitlement to relief.’” *Id.* As the Court further observed:

Two working principles underlie our decision in *Twombly*. First, the tenet that a court must accept as true all of the allegations contained in a complaint is inapplicable to legal conclusions. Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice. . . Rule 8 marks a notable and generous departure from the hyper-technical, code-pleading regime of a prior era, but it does not unlock the doors of discovery for a plaintiff armed with nothing more than conclusions. Second, only a complaint that states a plausible claim for relief survives a motion to dismiss. . . Determining whether a complaint states a plausible claim for relief will, as the Court of Appeals observed, be a context-specific task that requires the reviewing court to draw on its judicial experience and common sense. But where the well pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged - but it has not “show[n]” - “that the pleader is entitled to relief.”

Id. at 678-79 (internal citations omitted).

When resolving a motion to dismiss pursuant to Rule 12(b)(6), the Court may consider the complaint and any exhibits attached thereto, public records, items appearing in the record of the case, and exhibits attached to the defendant's motion to dismiss provided such are referenced in the complaint and central to the claims therein. *See Bassett v. National Collegiate Athletic Assoc.*, 528 F.3d 426, 430 (6th Cir. 2008); *see also, Continental Identification Products, Inc. v. EnterMarket, Corp.*, 2008 WL 51610 at *1, n.1 (W.D. Mich., Jan. 2, 2008) ("an exhibit to a pleading is considered part of the pleading" and "the Court may properly consider the exhibits . . . in determining whether the complaint fail[s] to state a claim upon which relief may be granted without converting the motion to a Rule 56 motion"); *Stringfield v. Graham*, 212 Fed. Appx. 530, 535 (6th Cir. 2007) (documents "attached to and cited by" the complaint are "considered parts thereof under Federal Rule of Civil Procedure 10(c)").

II. Summary Judgment

Summary judgment "shall" be granted "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). A party moving for summary judgment can satisfy its burden by demonstrating "that the respondent, having had sufficient opportunity for discovery, has no evidence to support an essential element of his or her case." *Minadeo v. ICI Paints*, 398 F.3d 751, 761 (6th Cir. 2005). Once the moving party demonstrates that "there is an absence of evidence to support the nonmoving party's case," the non-moving party "must identify specific facts that can be established by

admissible evidence, which demonstrate a genuine issue for trial.” *Amini v. Oberlin College*, 440 F.3d 350, 357 (6th Cir. 2006).

While the Court must view the evidence in the light most favorable to the non-moving party, the party opposing the summary judgment motion “must do more than simply show that there is some metaphysical doubt as to the material facts.” *Amini*, 440 F.3d at 357. The existence of a mere “scintilla of evidence” in support of the non-moving party’s position is insufficient. *Daniels v. Woodside*, 396 F.3d 730, 734-35 (6th Cir. 2005). The non-moving party “may not rest upon [his] mere allegations,” but must instead present “significant probative evidence” establishing that “there is a genuine issue for trial.” *Pack v. Damon Corp.*, 434 F.3d 810, 813-14 (6th Cir. 2006).

Moreover, the non-moving party cannot defeat a properly supported motion for summary judgment by “simply arguing that it relies solely or in part upon credibility determinations.” *Fogerty v. MGM Group Holdings Corp., Inc.*, 379 F.3d 348, 353 (6th Cir. 2004). Rather, the non-moving party “must be able to point to some facts which may or will entitle him to judgment, or refute the proof of the moving party in some material portion, and. . .may not merely recite the incantation, ‘Credibility,’ and have a trial on the hope that a jury may disbelieve factually uncontested proof.” *Id.* at 353-54. In sum, summary judgment is appropriate “against a party who fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.” *Daniels*, 396 F.3d at 735.

While a moving party without the burden of proof need only show that the opponent cannot sustain his burden at trial, a moving party with the burden of proof faces a “substantially higher hurdle.” *Arnett v. Myers*, 281 F.3d 552, 561 (6th Cir. 2002). Where the moving party has the burden, “his showing must be sufficient for the court to hold that no reasonable trier of fact could find other than for the moving party.” *Calderone v. United States*, 799 F.2d 254, 259 (6th Cir. 1986). The Sixth Circuit has emphasized that the party with the burden of proof “must show the record contains evidence satisfying the burden of persuasion and that the evidence is so powerful that no reasonable jury would be free to disbelieve it.” *Arnett*, 281 F.3d at 561. Thus, summary judgment in favor of the party with the burden of persuasion “is inappropriate when the evidence is susceptible of different interpretations or inferences by the trier of fact.” *Hunt v. Cromartie*, 526 U.S. 541, 553 (1999).

ANALYSIS

I. Defendants’ Motion to Dismiss

While Plaintiff’s complaint consists largely of conclusions and irrelevant assertions, it is apparent that Plaintiff’s claims are based on what is known as the “vapor money theory.” The genesis of the vapor money theory is that the decision by the United States to discard the gold standard resulted in the federal government’s bankruptcy after which “lenders have been creating unenforceable debts because they are lending credit rather than legal tender.” *Marvin v. Capital One*, 2016 WL 4548382 at *4 (W.D. Mich., Aug. 16, 2016) (citations omitted). Accordingly, pursuant to the vapor money theory, a

loan imposes no repayment obligation on the recipient if the indebtedness was funded with credit as opposed to hard currency. *See, e.g., Tonea v. Bank of America, N.A.*, 6 F.Supp.3d 1331, 1334 (N.D. Ga. 2014) (citations omitted); *Marvin*, 2016 WL 4548382 at *4 (citations omitted). From this flows the belief that “promissory notes (and similar instruments) are the equivalent of ‘money’ that citizens literally ‘create’ with their signatures.” *McLaughlin v. CitiMortgage, Inc.*, 726 F.Supp.2d 201, 212 (D. Conn. 2010) (citation omitted).

Courts have characterized the vapor money theory and claims premised on such as “nonsense,” *Marvin*, 2016 WL 4548382 at *4, “frivolous,” *Tonea, N.A.*, 6 F.Supp.3d at 1334, and “lack[ing] legal merit.” *Johnson v. Deutsche Bank Nat. Trust Co.*, 2009 WL 2575703 at *3 (S.D. Fla., July 1, 2009). This Court reaches the same conclusion. Plaintiff has failed to allege facts sufficient to state any valid claim for relief. Accordingly, the undersigned recommends that Defendants’ motion to dismiss for failure to state a claim be granted and Plaintiff’s various motions for summary judgment be denied.

II. Plaintiff’s and Defendants’ Motions for Summary Judgment

In support of their motion for summary judgment, Defendants have submitted two affidavits that establish that Plaintiff is not indebted to Flagstar Bank and, moreover, that Flagstar Bank does not hold or service any mortgage to which Plaintiff is a party. (ECF No. 8-2 at PageID.148; ECF No. 8-3 at PageID.150). In response, Plaintiff has presented no evidence to the contrary, but has instead simply submitted even more self-

created – and self-serving – documents allegedly supporting his frivolous legal theories. The Court fails to discern how Defendants can be liable for failing to discharge Plaintiff's debt when there is absolutely no evidence that Plaintiff is indebted to Defendants. Thus, even if the Court assumes that Plaintiff's allegations somehow state a valid legal claim, Defendants are entitled to relief because there is no genuine factual dispute as to whether Plaintiff owes a debt to Defendants. Accordingly, the undersigned recommends, in the alternative, that Defendants are entitled to summary judgment and, furthermore, that Plaintiff's various motions for summary judgment be denied.

III. Plaintiff's Motion to Enforce Credit Agreement Contract

Plaintiff requests that the Court enforce the Credit Agreement Payoff Security Instrument that he drafted and allegedly presented to Defendants. The Court interprets this pleading as a request by Plaintiff for injunctive relief. As discussed above, the legal theory on which Plaintiff's request is based is without merit and, moreover, even if such were not the case, Plaintiff has presented no evidence which, if believed, would entitle him to relief. Consideration of the relevant factors, therefore, weighs heavily against Plaintiff's request for injunctive relief. *Dana Corp. v. Celotex Asbestos Settlement Trust*, 251 F.3d 1107, 1118 (6th Cir. 2001); *Samuel v. Herrick Memorial Hospital*, 201 F.3d 830, 833 (6th Cir. 2000). Accordingly, the undersigned recommends that Plaintiff's motion be denied.

CONCLUSION

For the reasons articulated herein, the undersigned recommends that:

- (1) Defendants' Motion for Summary Judgment and/or Dismissal (ECF No. 8) be granted;
- (2) Plaintiff's Motion to Enforce Credit Agreement Contract (ECF No. 2) be denied;
- (3) Plaintiff's Motions for Summary Judgment (ECF No. 7, 11, and 14) be denied; and
- (4) this action be terminated.

OBJECTIONS to this Report and Recommendation must be filed with the Clerk of Court within fourteen days of the date of service of this notice. 28 U.S.C. § 636(b)(1)(C). Failure to file objections within the specified time waives the right to appeal the District Court's order. See *Thomas v. Arn*, 474 U.S. 140 (1985); *United States v. Walters*, 638 F.2d 947 (6th Cir.1981).

Respectfully submitted,

Date December 23, 2019

/s/ Phillip J. Green
PHILLIP J. GREEN
United States Magistrate Judge

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

KEITH GOODWIN,)	
)	
Plaintiff,)	No. 1:19-cv-859
)	
-v-)	
)	Honorable Paul L. Maloney
FLAGSTAR BANK and STEVEN SMITH,)	
Defendants.)	
)	

ORDER ADOPTING REPORT AND RECOMMENDATION

Plaintiff Keith Goodwin sued Flagstar Bank and one of its employees, Steven Smith. Goodwin proceeds without the benefit of counsel. As best the Court can tell, Goodwin presented Smith with a document, a Credit Agreement Payoff Security Instrument, as a payoff or discharge or satisfaction of a mortgage note. Smith apparently accepted the document by holding it in his hand. The Court assumes Flagstar Bank has not treated the document with the significance intended by Goodwin.

Soon after the complaint was filed, both parties submitted motions. Goodwin filed a motion to enforce the credit agreement (ECF No. 2), and three motions for summary judgment (ECF Nos. 7, 11, and 14.) Defendants filed a joint motion for summary judgment and to dismiss. (ECF No. 8.) The matters were referred to the magistrate judge who issued a report recommending the Court grant Defendants' motion and deny Goodwin's motions. (ECF No. 18.) Goodwin filed objections. (ECF No. 19.)

I.

After being served with a report and recommendation (R&R) issued by a magistrate judge, a party has fourteen days to file written objections to the proposed findings and recommendations. 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b)(2). A district court judge reviews de novo the portions of the R&R to which objections have been filed. 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b)(3). Only those objections that are specific are entitled to a de novo review under the statute. *Mira v. Marshall*, 806 F.2d 636, 637 (6th Cir. 1986) (per curiam).

The Court has endeavored to address the concerns Goodwin raises in his objections.

1. Improper Ex Parte Meeting. Goodwin contends the attorneys for Defendants met secretly with the magistrate judge on November 12, 2019. Goodwin acknowledges that he was not present for the meeting and speculates that the meeting was about his case.

This objection is overruled. Goodwin's allegations do not address any finding of fact or conclusion of law contained in the Report and Recommendation. Goodwin presents no evidence that any ex parte meeting occurred. Even assuming such meeting did occur, Goodwin concedes he does not know what was discussed at the meeting.

2. Background. Goodwin disputes the summary of the facts contained in the Report and Recommendation.

This objection is overruled. The summary of the relevant events giving rise to this lawsuit are fairly and succinctly summarized in the "Background" portion of the Report and Recommendation. Goodwin objects to the omission of some of the words used in his complaint that are not included in the Report and Recommendation. Whether the

instrument presented to Defendants was “legally processed” does not change the fact that Goodwin himself drafted the document.

3. Causes of Action. The magistrate judge identified two causes of action or claims in the complaint. Goodwin objects and identifies ten claims in his complaint. He also contends the ex parte meeting constitutes another claim and asserts that additional violations of his rights will have to be added.

The Court will overrule this objection. Initially, the magistrate judge’s succinct summary of the claims is understandable. Internally, the complaint contains one heading using the words “First Cause of Action” and a second heading using the words “Final Cause of Action.” Goodwin likely has included allegations to support more than just two causes of action, even if those causes are not explicitly set forth in the complaint. That said, the lynchpin of all of Goodwin’s claims is the legal significance of the document he presented to Smith and Flagstar Bank. If that document does not have any legal significance, all of Goodwin’s claims fail. Thus, any error here is harmless.

4. Legal Standards. Goodwin objects to the portion of the Report and Recommendation setting forth the legal standards for evaluating a motion to dismiss and a motion for summary judgment.

This objection is overruled. The Federal Rules of Civil Procedure, Rules 12 and 56, authorize the motions. Over the years, courts have developed standards for evaluating and analyzing the different types of motions. Goodwin clearly read the cases cited by the magistrate judge. Goodwin focuses on the facts in those cases and correctly notes that those facts are not relevant to this lawsuit. But, the magistrate judge did not cite the opinions for

the facts in those cases. Those opinions are useful because they set forth the standards by which the claims in any lawsuit will be evaluated when addressed by a motion to dismiss or a motion for summary judgment.

5. Summary Judgment. Here, Goodwin states he “will not waste [his] time or intelligence commenting or rebutting against the Magistrate’s ‘Formatted, Sample Business Letter, Preprogrammed Arguments’ against the Claimant.”

Any objection here is overruled. The magistrate judge accurately summarized the law that all courts must apply when considering a motion for summary judgment. And, when presented with a report and recommendation, the party objecting has an obligation to specifically identify his or her concerns.

6. Analysis. Goodwin reiterates his concern that the magistrate judge has acted improperly. Goodwin does not, however, engage the magistrate judge’s discussion of motions or the magistrate judge’s recommendations.

The Court concludes any objection here is waived. In this portion of the Report and Recommendation, the magistrate judge cites legal authority which explains why the lynchpin of all of Goodwin’s claims must fail. Goodwin’s claims arise from his belief that the document he presented has some legal significance. Federal courts have found that this underlying theory is “nonsense,” “frivolous,” and lacks “legal merit.” Goodwin has not identified any authority suggesting a different conclusion. More problematic for Goodwin, the magistrate judge concludes that Flagstar Bank does not hold or service any mortgage to which Goodwin is a party. Goodwin has not presented any facts to undermine this conclusion.

II.

For these reasons, the Court **ADOPTS** the Report and Recommendation (ECF No. 18) as its Opinion. Defendants' motion for summary judgment (ECF No. 8) is **GRANTED**. Plaintiff's pending motions (ECF Nos. 2, 7, 11, and 14) are **DENIED**.

IT IS SO ORDERED.

Date: January 17, 2020

/s/ Paul L. Maloney
Paul L. Maloney
United States District Judge

Certified as a True Copy
By [Signature]
Deputy Clerk
U.S. District Court
Western Dist. of Michigan
Date 1/21/20

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

KEITH GOODWIN,

Plaintiff,

-v-

FLAGSTAR BANK and STEVEN SMITH,
Defendants.

No. 1:19-cv-859

Honorable Paul L. Maloney

JUDGMENT

The Court has dismissed all claims brought by Plaintiff Keith Goodwin. As required by Rule 58 of the Federal Rules of Civil Procedure, **JUDGMENT ENTERS.**

THIS ACTION IS TERMINATED.

IT IS SO ORDERED.

Date: January 17, 2020

/s/ Paul L. Maloney

Paul L. Maloney

United States District Judge

Certified as a True Cop.
By [Signature]
Deputy Clerk
U.S. District Court
Western Dist. of Michigan
Date 1/21/20

EXHIBIT "A"

JURAT AFFIDAVIT OF FACT AND TRUTH

Based upon actual first-hand knowledge of RESPONDENT's simple bilateral contract acceptance and receipt of a verified Common Law Court of Record, I, Keith A. Goodwin, Claimant in TORT CLAIM PETITION of INJURY, this non-Attorney in this common law court of record as Pro Se Plaintiff states the following:

1. That an actual controversy does exist.
2. The said RESPONDENT who has been rendered incompetent, intentionally trespassed, using their public office to rule in favor of his affiliate banks and corporations, and continue to trespass for lack of personam jurisdiction in violation of petitioner's right of due process in a Court not of Record. Under federal Law, which is applicable to all states, the U.S. Supreme Court stated: "If a court is without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void, and form no bar to a recovery sought, even prior to a reversal in opposition to them. They constitute no justification and all persons concerned in executing such judgments or sentences are considered, in law, as trespassers."
3. The causal agent of trespasses, comes by way of a dated January 17th, 2020, ORDER ADOPTING REPORT AND RECOMMENDATION, by Judge Paul L. Maloney UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION, who's lack of subject matter and jurisdiction is not proven or shown therefore had no authority to **dismiss nor for summary judgment in favor of Flagstar Bank**. There is no comment, brief, request, or notice made by a court, Attorney or Judges (*who are Attorney's*) are statements of counsel in brief or in argument when a court is without authority. Its judgments and orders are regarded as nullities and are not voidable, but void. In this matter the only victim that has been harmed and INJURED is me, Keith A. Goodwin, a harmed and injured living man under Common Law in CLAIM of INJURY as this court of record Claimant that the court deems as Plaintiff.
4. In claim of facts, (**FRCP Rule 8 actual Remedy of claim Without Prejudice and WITHOUT RECOURSE U.C.C. 1-308 (Old 207.4))** and **U.C.C. 1-103.6** as a competent first-hand knowledge witness and not mere

allegations of ATTORNEY complaints without merit, proof, or validation of claim. (Trinsey v. Pagliaro) D.C. Pa. 1964, 229 F. Supp. 647, a superior United States Supreme Court Case. (MICHIGAN Annotated Statutes on Promissory Notes Negotiable Security Instruments, § 3-104. NEGOTIABLE INSTRUMENT'S;

5. The RESPONDENT has not provided documented nor verified evidence of subject matter, jurisdiction, or legal/constitutional authority to disregard the **Credit Agreement Payoff Security Instrument or Private Banking Registration** presented by me, Keith A. Goodwin, the harmed and injured victim in this Common Law Court of Record in CLAIM of INJURY;

6. The only competent witness that has provided, supported, and established material facts as evidence as EXHIBITS that would be admissible as positive evidence at trial and could be easily read by a common man, is me, Keith A. Goodwin, a harmed and injured living man under Common Law in Court of Record and Claimant of INJURY in Propria Persona. (Not a Pro Se nor actual court misrepresentative Plaintiff);

7. This abuse of public office and intentional trespass lacking jurisdiction upon the Court of Record and **Credit Agreement Payoff Security TERMS AND CONDITIONS** did and does harm and injury to Claimant's Bank Medallion Stamped and verified **Credit Agreement Payoff Security Instrument NOTE and the valid and Legal Satisfaction/Release lien document Contract NOTE Property**;

8. The commencement of the wrong, injury, and harm began on **January 17th, 2020**; with the ORDER ADOPTING REPORT AND RECOMMENDATION.

9. The wrong, injury, and harm continues to this day;

10. Claimant, a harmed and injured victim in this Court of Record in CLAIM requires compensation for lack of jurisdiction, the intentional and continual trespass upon my Credit Agreement Payoff Security NOTE Property compensation due: A Release/Satisfaction/Discharge/ Cancellation of both mortgage lien security and note unverified debt and \$5,000,000.00 Lawful Money in State Court of Kent County; \$10,000,000.00 if in Federal Court.

11. Original Blue inked Signed Mortgage **Credit Agreement Payoff Security NOTE Property** returned to me, Keith A. Goodwin, a harmed and injured victim of judicial fraud for verification of originality through this court of record;

12. Claimant continues paying the alleged monthly payments, with objection that debt is already satisfied as of October 1st, 2019 upon Flagstar's acceptance of full payment with a negotiable security instrument asset and money, and **Credit Agreement Payoff Security TERMS AND CONDITIONS** were intentionally and fraudulently impeded and/or obstructed by RESPONDENT.

13. Do to the RESPONDENTS obstruction of justice the Claimant has continued making payments to avoid threats of foreclosure and bad credit rating with credit bureaus, but not because any verified debt or actual loan is owed by Claimant due to unverified debt payments are current under **duress, protest**, and out of **necessity** avoiding bad credit rating or foreclosure;

14. Claimant has tendered and satisfied the obligation to pay any and all debts upon FLAGSTAR's legally receiving and accepting the new **Credit Agreement Payoff Security Instrument money NOTE Property** and is an asset with full settlement and discharge of claimed debt, simple credit payoff agreement bilateral contract. Proof of facts and injury has been submitted to this court of record;

15. RESPONDENT'S lacking jurisdiction, obstructed and impeded the Terms and Conditions of Flagstar Banks' newly, received, and accepted **Credit Agreement Payoff Security NOTE**;

16. Under Michigan Statutes, the State Court of **Kent** County has the only jurisdiction to hear this common law court of record case. **Michigan 600.601 Limited personal jurisdiction over individuals.** (Acts subjecting person to jurisdiction of courts of Record of that State)

17. It is the belief of Claimant's actual facts, not mere allegations of complaints are determinate of issued jurisdiction;

18. No Demanded Trial By Jury in a court of record is to be issued with the belief that Claimant is a Foreign BAR Schooled Attorney; and

19. Claimant in claim of facts, with a lawful request of an inviolate 'court of record'; 'common law trial by jury' is demanded in the **"Initial Filing"** of this lawsuit. When WRONGDOER's attorneys/judges may attempt to unlawfully remove this case to another District Court is now being challenged (**FRCP Rule 38, Rule 39 and accepted under FRCP Rule 5(d) by Clerk of Court**) by the Claimant. This lawful request of an inviolate 'court of record'; 'common law trial by jury' is **STILL DEMANDED** under DUE PROCESS under Common Law in CLAIM of INJURY Claimant's Rights are Preserved under GOD; man-made Law; man-made Color of Law; Federal and state original

Constitutions; and "All" Judges', oaths of office under the public trust and as public servants.

By; _____

i: Keith Alexander Goodwin, in this Court of Record, with first-hand knowledge as a harmed and Injured Victim, competent first hand witness claims with **Reservation of Rights, Michigan Reservation of Rights (Section 440.1308). All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e).** (Performance or acceptance under reservation of rights) whose address is:

Witness _____

Witness _____

Printed Name _____

Printed Name _____

JURAT AND OATH

State of Florida)
COUNTY OF SAINT JOHNS) ss

Sworn to (or affirmed) and subscribed before me on this 15th day of June 2016 by Keith Alexander Goodwin, proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his free act and deed.

Patricia Ann Maki
7/16/2024

My commission expires:

Notary Public,

Independent Third Party Federal Witness and Assistant Florida Attorney General
Appointed by the Governor as an officer of the court.

VOID WHERE PROHIBITED BY LAW. All offers are accepted for honor pursuant to **40 Stat §411, Section 7(e) and 50 USC §4305 (b) (2).**



The above noted Certifying NOTARY PUBLIC is not an attorney licensed to practice law in any State and has not given legal advice or accepted fees for legal advice; provided any assistance in the preparation of the above referenced document; nor has any interest in any issue referenced therein. The above noted Certified NOTARY PUBLIC is NOT a party to this action and is ONLY acting in an authorized capacity, requested as a third-party witness to CERTIFY the signature(s) indicated herein, in accordance with Notary Protest, which is a Law of the Sea and Maritime Admiralty law CONCERNING A SECURITY INSTRUMENT, PROMISSORY NOTE, or Bill of Exchange Bankers Note. The Certifying NOTARY is an independent contractor and is not a party to this claim. In fact, the **Certifying NOTARY is a Federal Witness**, pursuant to U.S.C. TITLE 18, PART I, CHAPTER 73, sec. 1512 - Tampering with a witness, victim, or an informant. The Certifying NOTARY also **performs the functions of a Quasi-Postal Inspector** under the Homeland Security Act by being compelled to report any violations of the U.S. Postal Regulations as an Officer of the Executive Department of the UNITED STATES Government. The Noted Certifying NOTARY is a **State Official; Officer of the Court; and a Deputy Secretary of State, Appointed and Commissioned by the State Governor**, with Representative Authority to issue Notary Protest Certificates of Default and Summary Judgment under the **Administrative Procedure Act of 1946**, and, thereby, authorized to issue a Notary Protest on Negotiable Security Instruments, Promissory Notes, bills of exchange, Bankers Note, Stocks, and Bonds.

EXHIBIT "B"

BANK ACCEPTED CAP SECURITY INSTRUMENT Copy

CERTIFIED

NEGOTIABLE SECURITY No.: 000016838

Legally Tendered in terms of the Negotiable Instruments Act: TENDER ACT: Public Law 73-10, Chapter 48 Stat §112; U.C.C. Article 3-§414, 3-§501, and 3-§603; 31 U.S.C. §5118 (d)(2); 31 U.S.C. §463; Public Law 97-258; U.C.C. Article 4 §302; 12 U.S.C. §411; Securities Act §2(1), 3(a)(3); Congressional Banking Statutes, Title 62; 31 U.S.C. §5312; U.C.C. 2-§394; 12 USC §1813 (L); Public Policy: U.C.C. Article 8, Ruling Security Law; Federal Reserve Act §16; settlement in terms of the United States Supreme Court; and United Nations UNCITRAL Convention Treaty. All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e)

This Security was Issued from:

City of Grand Rapids

Michigan state AM/USA

DATE: 16 September 2019

AMOUNT: \$69,000.00

AMOUNT: SIXTY NINE THOUSAND UNITED STATES

SECURITY DOLLARS ***USD***

U.C.C. Commercial Registry Security Instrument; Registered number: 20190919000871-1

THIS CERTIFIES THAT:

I, KEITH ALEXANDER GOODWIN, Registered Private Banker, with Debt Account Number: 0659807838, hereby obligated to Pay to the Order of FANNIE MAE OR MR. COOPER/NATIONSTAR LLC., CREDITOR, INVESTOR, Bearer, Agent, Employee Representative, Assign, or NOTE Holder in due course, WITHOUT RECOURSE, with zero interest, the full amount specified by this CREDIT AGREEMENT PAYOFF SECURITY INSTRUMENT; COLLATERAL FOR DEPOSIT; SECURITY; PROVISIONAL SETTLEMENT; MONEY; AS GOOD AS AVAL; SET OFF OF CLAIMED DEBT; ACCOUNT CLOSURE; FOR VALUE RECEIVED; "seen"; "A+ Security"; "CONSUMER PURCHASE"; "ESTATE REDEMPTION FUNDS ASSETS TRANSFER"

TERMS AND CONDITIONS

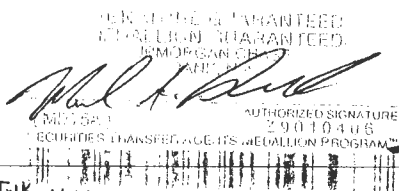
The final claimed Debt or Assessed Tax Payoff will be made from the account of and the obligations of the United States 18 U.S.C. §8 and a full acquittance and discharge for all purposes of the obligation of the Debtor/Borrower by the U.S. Treasury Alien Property Custodian, 40 Stat 111, §7(e); 50 U.S.C. §4305(b)(2); 12 CFR §201.108, §229.2, and §210.2; 31 USC §9303; §5312(2)(C), §3302, §3123; UCC 3-§402, §603, §411; 12 USC 1813; for full settlement to that part of the public debt due its Principals and Sureties as full consideration claimed debt account closure. Final payment or payoff with no prepayment penalty with all rights reserved shall be collected after communication, acceptance, or rejection by Assignee, Investor, Bearer, Holder, or Owner when the set off final debt or tax assessment payoff obligation has been fulfilled. This legal security Instrument credit agreement, payoff, counter offer, release, satisfaction, set off, note, full acquittance, discharge, and account closure of original claimed debt constitutes a valid credit agreement payoff discharge between the parties via U.S. Treasury Alien Property Custodian; nullifies and voids original claimed debt agreement as tendered payment or credit to claimant's agent/employee via U.S. Treasury representing claimant upon any communication. Failure to follow these terms and conditions, assignee, claimant, investor, bearer, or holder has accepted this Legal Credit Agreement Payoff Commercially Registered Security as full settlement, discharge, set off, closure of claimed debt account to be collected from U.S. Treasury Alien Property Custodian or Must Be Deposited in a Depository Bank per UCC 3-§310. To obtain full credit, only process via the TREASURY DEPARTMENT Alien Property Custodian. All offers are accepted pursuant to 40 Stat 411, §7(e); 50 U.S.C. §4305(b)(2); 12 CFR 201.108; 31 USC §9303, §5312(2)(C), §3302, §3123; UCC 3-§402, §603, §411; Tacit Procuration; FRCP Rule 8; TENDER ACT; U.C.C. STATUTES; Banking Laws; 8 STAT §80; Administrative Procedure Act of 1946; and agent bilateral contracted security acceptance debt discharge signature; written or verbal refusal of legally tendred security payoff when "seen". The final payment/payoff is to be collected by Assignee, Claimant, Investor, or Holder from U.S Treasury Alien Property Custodian. Maker hereby grants permission of this securitized tendered Commercially Registered Negotiable Security Instrument that shall be used as collateral for collection to eliminate/terminate/discharge claimed debt or assessed tax, to be used by Assignee, Claimant, Investor, Holder for claimed debt or assessed tax payoff, on whereas such non-return; return; sold; monetization; deposit; agent/employee acceptance; UPU stamped certified mailed, physical presentment; communication; insurance payment of debt; foreclosure; Treasury credit; IRS Credit; taxes; agent/employee refusal, oral or written; trade; sale; hold; destroy; lost; or assigned shall immediately legally void and terminate the Lender/Holder/Claimant/Investor original claimed debt lien security documents or tax assessments and Borrower; one of the People, 8 Stat §80, payment obligations herein shall be satisfied; released; cancelled; discharged; full acquittance; and suspended with permanent account closure.

Medallion Securitized Security

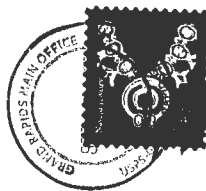
Signature Transfer Stamp
NEGOTIABLE SECURITY INSTRUMENT
ISSUED by Private Bankers Bank, N.A.O



This Bank Securitized,
Monetized and Verified Security
Instrument is Signed in Blue Ink, K.G.
JURAT AND OATH



Autograph KEITH ALEXANDER GOODWIN
Without Recourse; 40 Stat §411, §7(e); 50 U.S.C. §4305



Michigan state
Kent County

Sworn to (or affirmed) and subscribed before me this 30th day of September, 2019, by KEITH ALEXANDER GOODWIN, who proved to me on the basis of satisfactory evidence to be one of the people, whose name is subscribed this legal instrument that he/she executed the same in his/her authorized capacity, and that by his/her autograph as one of the people, has officially acted and executed.

Signature: Ciara Colvin Notary Name: Ciara Colvin Notary Commission Expires: May 12, 2023

Personally Known OR Produced Identification X Type of Identification Produced Driver License

VOID WHERE PROHIBITED BY LAW. All offers are accepted for honor pursuant to 40 Stat §411, §7(e); 50 U.S.C. §4305(b)(2)
This Negotiable ARTICLES III and VIII SECURITY INSTRUMENT, LEGAL TENDER AND U.S. CURRENCY being presented by this registered Private Banker is full settlement, discharge, set off, and Debt Account Closure of all claimed debts and credit agreements per U.C.C. 2-§394; 12 U.S.C. §1813(L), §24 Seventh; 31 U.S.C. §463, §5103, §5118(d)(2), §5312; Public Law 97-258; 18 U.S.C. §8; I.R.S. Code §1.1001-14653CCH; TENDER ACT: 40 Stat §411, §7(e); 50 U.S.C. §4305(b)(2); and FEDERAL RESERVE ACT §16.

(EXHIBIT C)

“Private Banking Registered Certificate”

CERTIFIED*Crettus H. Clay, PBBNA Treasurer***Private Bankers Bank,****National Association****Common Law Bank****Registered Certificate #A00001538****Lifetime Member since 16 September, 2019**

This is to certify that **KEITH ALEXANDER GOODWIN** is a Private Banker, CREDITOR, National Bank pursuant to 31 U.S.C. §5312(2)(C) and an authorized member of the Registered Common Law Private Bankers Bank, National Association under Federal and U.C.C. Laws to write as Maker, by signing his signature on, and to issue PBNBA preprocessed International Promissory Notes, IPN, NSI, and CAP Securities under U.C.C. Article 3 and 8 Ruling Security Law to be used as Legal Tender money to pay off all debts against the obligations of the United States due them; whose private property is at risk to collateralize the government's debt and currency, by legal definitions, a "National Banking Association" as are the Private Federal Reserve Banks, N.A.. Such notes written and issued against these obligations of the United States to that part of the public debt due its Principals and Sureties are required by law to be accepted as "Legal Tender" of payment of all debts public and private, and are defined in law as "Obligations of the United States", "Legal Tender", and "United States Currency" on the same par and category with Crypto Currency, Federal Reserve Notes, Mortgage NOTES; Cash, Checks, Bank Checks, Wire Transfers, Bank Transfers, Electronic Funds Transfer, Certified Checks, Treasurer's Check, Money Orders, U.S. Currency, and other currency per the 73rd Congress, March 9 1933; United States Bankruptcy; our "money" is people's credit. This Private Banker is NOT AUTHORIZED to Process Any LPN, IPN, NSI, or CAP Securities.

Congressional Legislative Positive Banking Law, Title 62, 12 USC §24 Seventh; Title 18 U.S.C. §8; Public law and Public Policy 73-10, Chapter 48 Stat §112; Title 31 U.S.C. §3123; 31 U.S.C. §5103; Negotiable Instruments Act; Securities Act § 2(1), 3(a)(3); United States Supreme High Court of Justice; by Treaties: Hague Convention on contracts, Geneva Convention Treaty, the League of Nations later to become the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE & INTERNATIONAL PROMISSORY NOTES (UNCITRAL), and the Universal Postal Union headquartered in Bern, Switzerland). Title 18>Part 1>Chapter 1> section 1>Sec.8; by legal and statutory definition (U.C.C. 4-§105, 12 CFR §229.2, §210.2 and Title 12 U.S.C. §1813) as Legal Tender, "Lawful Money" per Title 12 U.S.C. §411 and Federal Reserve Act §16; written and issued under Authority of the United States Code 31 U.S.C. §392 and §5103, which officially defines these notes as a statutory legal tender money obligation of THE UNITED STATES, and are written and issued in accordance with 31 U.S.C. §3123; U.C.C. Articles 3, 8, and 9; FEDERAL RESERVE ACT §16; and Banking Laws that establish and provide for their issuance as "PUBLIC POLICY" in remedy for discharge of equity interest recovery on that portion of and reducing the public debt by the Security face amount to its Principals and Sureties bearing the Obligation of THE UNITED STATES. These NOTES are also Legal Credit Agreements. All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e) and 50 USC 4305 (B)(2)..

FORM 3 - Private Bankers Bank, N.A. - 2012 - STATE CHARTERED AND REGISTERED COMMON LAW NATIONAL BANK

STATE LICENSE Registered No. 2018157529

*Crettus H. Clay**3123*

(EXIBIT D)

“Motion to Vacate Final Ruling”

IN THE UNITED STATES DISTRICT COMMON LAW COURT OF RECORD
FOR THE WESTERN DISTRICT OF MICHIGAN
GRAND RAPIDS DIVISION

I, Keith A. Goodwin, a man;
Claimant/Plaintiff

Case NO. 1:19-cv-859

Flagstar Bank (Steven Smith)
3205 28th St. SE, Grand Rapids MI, 49512
Respondents/Defendants

Court Hearing and Trial By Jury Requested

MOTION TO VACATE FINAL RULING

Claimant believes that this is a “Common Law Court of Record”(EXHIBIT “H”) Court of Record Evidence states: 'Federal Court', is a 'Court Of Record'; 25 C.J. Vol., Federal Court § 344, pg. 9741; In a 'court of record', the Magistrate, Judge and Attorneys are **Independent** of the tribunal. Black's Law Dictionary, 4th Ed. pg. 10141; A 'court of record': acts in accordance with “**Common Law**”. Black's Law Dictionary, 4th Ed. pg. 10141; and Suits in common law, **the right of trial by jury shall be preserved**; Fifth and Seventh Amendment. I did receive your decision concerning Case No.1-19-cv-859 and would begin this motion to vacate on the premises that anything that is “*Unconstitutional*” is null and void. Flagstar Bank in the act of both receiving in hand and rejecting the “*Legally Processed CAP Security Instrument*” was “**Illegal**” and an “*Unconstitutional*” act for which nullifies this ruling.

“Such note Securities written and issued against these obligations of the United States Title 18 U.S.C. §8 to that part of the public debt due its Principals and Sureties are “Required by Law” to be accepted as “Legal Tender” of payment of all debts public and private by “Banks”, financial institutions, IRS, and “All” government entities.”

This is a statutory remedy due the Private Bankers, Principals, and Sureties of the United States for discharge, adjustment, pay off, and full settlement of lawful and alleged debts in commerce *“Required by Law”* to be *“Accepted”* as *“Legal Tender”* of payment of all debts, public and private, and are defined in law as *“Obligations of the United States”*, *“Legal Tender”*, and *“United States Currency”* on the same par and category with Federal Reserve Notes and other currency. The moment Flagstar Bank “Accepted” in hand the “Legally Processed CAP Security Instrument” the debt was paid. Not only did Flagstar Accept the “CAP Security”, they kept it for a least 24 hours without applying it (*which is a violation of law*) before returning the instrument by UPS mail. This package has never been opened neither has the seal been broken, therefore by Law the content of the envelope is still the property of the sender which is Flagstar Bank. By not opening the content of the envelope it is more evidence of *“Unconstitutional”* acts committed by Flagstar Bank, because breaking the Law is within itself *“Unconstitutional”*.

The respondent argues that because they do not own or hold the note, they are not responsible for crediting the account. We all understand that through the Claimants submissions that it is illegal for any cooperate bank to hold or own notes/mortgages. We also understand there is no excuse or legal standing for not crediting the claimants account because banks don’t own or hold notes/mortgages.

“The United States Code, Title 12, Section 24, Paragraph 7 confers upon a bank the power to lend its money, not it's credit.”
“Whipp v. Iverson, 43Wis. 2d 166, 168 N.W.2d 201 (1969). “A bank is not the holder in due course upon merely crediting the depositors account.”

The respondent should have credited the claimants account and courteously notified Nationstar and all parties involved of the debt being satisfied. (*Plain and*

Simple. It's the Law) Nationstar Bank is not in Michigan, so Flagstar may have had to charge the claimant a small fee for external services, but to deny anyone the right "Too" be serviced is "Unconstitutional", just like you cannot deny someone the right to sit at the front of the bus or at the front counter of a restaurant for this is a violation of civil rights and discrimination laws not to mention Bill of Exchange Laws.

Banking Laws are very cut and dry, there isn't a lot of grey areas when it comes to dealing with money. The case presented by the Claimant was absolute. *(The Corporate Bank Had Broken the Law, Action was Taken and Relief Should Have Been Granted)* No if's and's or but's about it. The Judge has ruled in favor of the respondent and insist the Claimant pay damages even though Flagstar Bank did not abide within lawful guidelines.

Also, the Claimant did not receive the Judge's decision within a timely manner. It is procedure that the Claimant be given 14 days to respond to any submissions, rulings or decisions by the court. The Claimant was not given this 14-day response timeline by the courts. We are now responding from within the date which we were made aware of the judge's ruling and letting the courts know it's taking a moment to seek council.

Sincerely,



Keith Goodwin

By: 

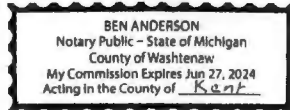
:By: **Keith Alexander Goodwin** Jus soli, a harmed and injured living human man on dry land in the Republic of Michigan under Common Law Court of Record in CLAIM, and common law non-Attorney PROSECUTOR. All offers accepted pursuant to **40 Stat 411 Section (7) (e).**

Printed Name Ben Anderson

JURAT AND OATH

state of Michigan

County of Kent) ss



SEAL

Ben Anderson

Signature of Notary Public, SEAL

Independent Third Party Federal Witness And Assistant Michigan

Attorney General Appointed by the Governor as an officer of the court.

**VOID where prohibited by Law. All offers accepted pursuant to 40 Stat 411 Section (7) (e) and
50 USC §4305 (b) (2).**

(EXIBIT E)

“Objection to Magistrates Report and Recommendation”

IN THE UNITED STATES DISTRICT COMMON LAW COURT OF RECORD
FOR THE WESTERN DISTRICT OF MICHIGAN
GRAND RAPIDS DIVISION

I, Keith A. Goodwin, a man;
Claimant/Plaintiff

Case NO. 1:19-cv-859

Flagstar Bank (Steven Smith)
3205 28th St. SE, Grand Rapids MI, 49512
Respondents/Defendants
Requested

(verified)
Court Hearing and Trial By Jury

OBJECTION TO MAJISTRATE'S REPORT AND RECOMMENDATION

The Claimant Believes that this is a "Common Law Court of Record" and would like to thank the Magistrate for submitting their long-awaited and anticipated recommendation. I hope everyone had a wonderful holiday and are looking forward to a happy new year. To this Court of Record, in consideration of the Magistrates narrative, explanation, interpretation of the matter at hand, I must object to both the report and the recommendation. Although it is disappointing that the Magistrate finds "Everything" submitted by the Claimant to be completely fallacious and most uncreditable, it is not at all surprising. I think this honorable court of record should be made aware that on November 12th, 2019 Fabrizio & Brooks, P.C. made a two and a half hour drive from the Detroit area to submit papers that had already been submitted to the Western District Federal Court Clerk's Office. Whilst in town they had a private meeting with the Magistrate and the two talked about something. Seeing that I was excluded from this meeting (*As you know from my submissions Flagstar Bank is very good at exclusion*) I can only speculate that the meeting was about Keith Goodwin vs. Flagstar Bank Case NO. 1:19-cv-859.

There are rules of conduct expected of Judges and Attorneys that intend to enhance public confidence in our legal system as well as maintain the honor and integrity of the office that judges have sworn with an oath to uphold. The Magistrate has submitted its recommendation but seeing that this "Secret" meeting took place without my inclusion one can only suspect that it was a meeting that conspired against me.

With the impropriety that has taken place, I have no confidence in the report or recommendation of the Magistrate, and question how this Court of Record could either. Engaging in a conversation with the respondent ex parte is an illegal act that negates all possibility of a fair trial on the part of the Claimant and gives credibility to the objection of the recommendation.

BACKGROUND

Under the heading of background, the Magistrate unpleasantly insinuates that I am “*Allegedly*” a “registered private banker” and states and I quote “In this capacity, he “*Drafted*” his own personal negotiable instrument the “Credit Agreement Payoff Security Instrument” (Pg. 2 of 9). I would like to point out to this court of record that the Magistrate conveniently left out “Legally Processed.” The term that was used repeatedly during this dispute was “Legally Processed CAP Security Instrument.” The instrument has a Certified Negotiable Security Number, it has been bopped with a Federal Postal Date Stamp, it is a U.C.C. Commercially Registered Security Instrument with Registration number, it has a “Signature Guaranteed Green Medallion Stamp” and most importantly a “Medallion Securitized Security Signature Transfer Stamp”. It is a “Legally Recognized Negotiable Instrument” and beautifully crafted.

*The Medallion Signature Verification Security Transfer Stamp falls under U.C.C. Article 8 - Securities, part 3. **TRANSFER** The **Securities Transfer Agents Medallion Program (STAMP)** is a signature guarantee program for negotiable security instruments that are United States and Canada currency, and endorsed by the **Securities Transfer Association (STA)** and Recognized by the securities industry, banks, courts, and financial participants in the United States and Canada. Any **Negotiable Promissory Note** or International Promissory Note Security Instrument is legal tender, money, and U.S. currency under U.C.C., National, State, and International laws and **qualifies for the Medallion Stamp** as proof of Maker Signature and a Security Instrument. **Public Law 73-10, Chapter 48 Statute 112 obligates the U.S. Government to pay all debts, principal and Interest, incurred by the American People.***

The negotiable instrument presented before this court of record is not a “*Drafted*”, self-made, home-grown debt instrument but a “Legally Processed Security Instrument” and is required by law to be “*Recognized*” by the securities industry, banks and “**COURTS**.” The Magistrate should have recognized the Legal Negotiable Instrument instead of aiming toward discrediting it. How it is a Judge is unable to differentiate between a self-made promissory note and a Legal Securities Instrument is

disturbing seeing that the Magistrate is expected to provide sound council in his recommendation. Even with Flagstar Bank the reality of the instrument has never been the issue, they just don't want to take it! Which is a legal violation on their part for which cause of action can be taken and relief should be granted. *(Us bankers, we know the Laws concerning our trade although it doesn't appear the Magistrate does).* The Magistrate should have seen the "*Medallion Securitized Signature Verification Security Transfer Stamp*" and known the document was real. This would have kept him from asserting this "*Very Serious*" legal error of drafting, insinuating I drew this instrument up myself with a Crayola crayon, some tissue paper and Elmer's Glue which gives more legal standing toward objecting his recommendation. The Magistrate's deliberate condescending remarks toward the "*Legally Processed CAP Security Instrument*" is nothing more than an attempt to discredit my credentials as a "*Legally Registered Private Banker*" both of which have been proven to be credible.

I would also like to point out to the Court of Record that the so called "*Background*" presented by the Magistrate really isn't any background at all but has intentionally withheld various details and not present the issues or whole truth. With this we will present the parts the Magistrate was sure not to mention.

- The Magistrate Alleges the following: The Plaintiff is a "registered private banker". We understand this was cleared up that I am indeed a "Legally Registered Private Banker" and have the credentials that prove this.
- The Magistrates says: The Plaintiff asserts two causes of action. (1) Default and Breach of the CAPSI, and (2) "financial discrimination". Plaintiff seeks \$1,422,000.00 in damages. This statement by the Magistrate is "*Highly Misleading*" and presents the Claimant before this Court of Record in an absurd and ridiculous light, attempting to minimize the legal misconduct of the Respondents in the eye's of this Common Law Court of Record. Not to mention it is simply "*Not True*". The Claimant has never asserted only two causes of action. The causes of action asserted by the Claimant were (1) Default and Breach of the CAP Security, (2) Financial Discrimination (3) **Criminal Fraud** in the Factum of **R.L.C.O.** Conspiracy (4) Withholding of a Legally Processed Debt Instrument (5) **Violating Duress**

and **Coercion Laws** having to make payments after the debt has been legally satisfied (6) **Mailing Threatening Communications and False Information** (7) Violation of **Bill of Exchange Act** (8) Potential **Character Deformation** with the potential of bringing ill upon my Good name (9) **Attempt to Defraud Violating Swindle Laws** (10) **Issuing Legal Threats and Methods of Intimidation**. (10) **Extortion** on the Factum of **R.L.C.O.** **Conspiracy** having to continue to make payments on a **Fraudulent Debt** (11) Seeing that this **Ex parte** meeting has taking place between the Magistrate Judge and the Respondent we are now going to have to add more violations to the list!

Legal Standards

Under the Topic of Legal Standards, after reading the Magistrates commentaries on motions and summary judgements, it is apparent that the Claimant needs to reiterate once again that this is a "*Common - Law - Court - of - Record*". The arguments presented in this recommendation and the court cases used to support these arguments are irrelevant and completely unrelated to banking or common law. The young man that was raped twenty-eight times was before the court "*per se*" and he filed his suit "*in forma pauperis*". Firstly, what does rape have to do with "Legal Security Instruments" and secondly, as a "State Citizen" and "Legally Registered Private Banker" I am not before the court "*per se*" neither did I file this suit as a pauper. What in the world is this judge talking about? I am before the court a living man and standing on dry soil, on dry ground, on dry land in Michigan the Republic under Common Law and am before the "Common Law Court of Record" "*Popria Persona*" having no contractual ties or obligations to the corporation at all. Seeing the magistrate has no knowledge of common law or understanding as to how it is applied, he has no jurisdiction to report or recommend anything concerning this matter. Needless to say, let us proceed.

In reviewing the Magistrates recommendation using *Ashcroft vs. Iqbal* where high ranking officials were not responsible for the actions of lower ranking officials. I must admit I am not totally sure as to why the judge felt the need to slip this immaterial and totally unrelated case study into their argument. The only thing I can assume is that he is attempting to subliminally hint to the Court of Record that the *ex parte*

communication with the respondent is the “*Acceptable*” kind of impropriety because I’m a judge and he’s just a wormy little attorney. I would reiterate that this is a “Common Law Court of Record” and you sound very young to me and maybe a little wet behind the ears. I don’t know, I’ve never seen or met the Magistrate or had any illegal meetings with him behind the back of the Respondents. Seeing this is a “Common Law Court of Record” we are not (*We meaning: Claimants, Respondents, Attorney’s Bailiffs, Judges, court recorders, paralegals*) we are not operating nor are we subject to the incorporated constitution, which is what the Magistrate is attempting to hide under. How unfortunate.

Then there is the argument to Rule 12(b)(6) for which the Magistrate’s interpretation is that the Court of Record may only consider motions to dismiss providing the motion submitted is referenced in the initial complaint. With this statement I would have to reference the misleading and untruthful statements made by the Magistrate concerning my complaint. The Claimant has “*Never*” asserted only two causes of actions. One cause of action that is slyly omitted by the Magistrate is R.I.C.O. Conspiracy. I’m sure this Court of Record understands that R.I.C.O. is very broad in its definition of criminal misconduct and leaves much room for interpretation. There have been offences and violations of law committed by both the respondent and the magistrate “*After*” the suit was filed which would fall under the category of R.I.C.O. Therefore, every motion submitted by the Claimant was mentioned in the initial complaint. I would also ask the courts to remember that just because a motion for dismissal based upon recently developed information is moved, that does not mean the Court of Record must uphold that motion. And to say a Court of Record may not even “*Consider*” a motion to dismiss unless it is mentioned in the initial complaint is possibly an attempt to silence or conceal any post developments, such as the ex parte communications between Magistrate and Fabrizio which was revealed “*After*” the Magistrates recommendation. With the judicial misconduct that has taken place against the Claimant there is “*More*” than enough proof to support motion for dismissal. With the Respondence sending threats by mail attempting to coerce me into dropping the suit, there is “*More*” than enough proof for motion for dismissal. Under the Magistrates narrow interpretation of this law one would have to be clairvoyant and able to foresee events in the future in order to present a thorough and in-depth complaint.

Summary Judgement

"The starting point is Civil Rule 12(d), 'Result of Presenting Matter Outside the Pleadings.' " "If on a motion under Rule 12(b)(6) [to dismiss for failure to state a claim], ... matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56. While that seems clear enough, seasoned practitioners know that the court, in adjudicating a Rule 12(b)(6) motion, in fact may consider an extrinsic document that is integral to the complaint (whether or not the complaint specifically references the document) and whose authenticity is not contested. Further, a court may take judicial notice of matters in the public record. Documents within this exception may be proffered by either party." Fax C. S. (2013, May 25) When is a Motion to Dismiss

Not a Motion to Dismiss? Retrieved from

<https://www.americanbar.org/groups/litigation/publications/litigation-news/civil-procedure/when-is-a-motion-to-dismiss-not-a-motion-to-dismiss/>

The above commentary was my basic understanding as to how to submit a motion after submitting the initial complaint. I did know the motion is to be treated as a summary judgement by the judge, so I submitted summary judgements. And on that note, I will not waste my time or my intelligence commenting or rebutting against the Magistrates "Formatted, Sample Business Letter, Preprogrammed Arguments" against the Claimant. If the Court of Record looks closely, they will see that the arguments made to support the Magistrates recommendation against me, is some sort of legal commentary compilation he probably stored in his database for years. He may have downloaded the comments online from some legal site or created his own database. Whatever the case, this report and recommendation is not the Magistrates work. The Claimant is not convinced that the arguments, comments or court cases are from the heart and soul of the Magistrate. Which makes sense as to why "None" of the court cases used in this recommendation against me have anything to do with banking, promissory notes or banking law. This issue of irrelevant court cases used against the Claimant has been raised throughout this entire objection. If the Magistrate does not wish to take the time to "JUDGE" the case, he should have hired an investigative attorney to do the work for him, so as to present a sound recommendation. So not only is the Magistrate lazy but he's also cheap. The Court of Record may wonder what makes me so sure. The Claimant has expert witness "His Wife" who has a degree in Computer Programming, "Software Development" and Mobile App Design. She pointed out all the inconsistencies that show the differences between human commentary analysis and a prewritten commentary. In her findings, the judge is using

some sort of database that files under "*Topic and Viewpoint*". The topic may say something like "*Summery Judgements*" the viewpoint would have two categories under "*Positive or Negative*". He would then select "Negative Viewpoint of Motions and Summery Judgements" and the database would then spew out arguments "*Against*" motions and summery judgements. All he had to do was copy and paste. The recommendation under "Summery Judgements" is nothing more than a preformatted legal software template or something. All you must do is fill in the blanks and "*WA LAH*" you're a Magistrate Judge. He took all that time pretending to review this case and got it done ironically enough "*The Day Before Christmas Eve During the Holidays*". This entire recommendation presented by the Magistrate may have been put together in less than an hour. It doesn't appear the Magistrates recommendation is authentic because it is not his honest heartfelt opinion. Yet another reason to object.

ANNALYSIS

Under the heading of analysis, I will not be spending any time reviewing or disputing the judge's beautiful submission in favor of the Respondent. Rather, I will submit my own analysis based on the Judicial Misconduct I have witnessed from the Court of Record thus far. Seeing I am before the Court of Record a "State Citizen" I will submit a conclusion and present my own recommendation under Common Law.

In observance of the court of record for which it's officials such as Magistrates Judges and Attorneys are expected to be well versed in law and uphold the integrity thereof, I must mention how the Claimants controversy with the "Common Law Court of Record" has been handled thus far. In review of this case it does not appear that the Magistrate is at all versed in Common Law or how far his authority extends and were it must recede. As a State Citizen I am before the court a living man and standing on dry soil, on dry ground, on dry land in Michigan the Republic under Common Law and reserve all rights at all times and waive none. The Magistrates duties are to review the case, present the case both sides (*without tampering with facts might I add*) and simply give his "*RECOMMENDATION*" as to whether to proceed or dismiss. However, the Magistrate usurped his authority through ex parte communications which moved the Magistrate into territories of impropriety. This impropriety on the part of the Magistrate was a direct

attack against the Claimant's Propria Persona and an attempt to defraud the Claimant of his inalienable right's for which he has reserved and have waived none. In other words, the authority the Magistrate has taken is authority I have never given this Court of Record.

Because of this attack against the Claimant by the Magistrate and the Respondent under common law I must take some sort of legal action concerning this misconduct. We understand that there is the Attorney Grievance Commission which I can file a complaint with them, and there is the Complaint of Judicial Misconduct or Disability that would be filed with the clerk's office. Seeing that both agencies are contractually obligated to the corporation, more than likely this would result in maybe a hand slap providing they would bother to do that much. Therefore, I am resolved to maintain my Propria Persona and continue under common law. There are provisions made for Judicial Misconduct for which the constitution under common law encourages a State Citizen to observe. This is what is recommended to be done:

The Claimant is currently preparing a "*Lawsuit*" Against the Magistrate and a lawsuit against Fabrizio & Brooks under "Common Law" in the form of a "Subpoena". In the subpoena under common law the Magistrate is required to produce legal papers verifying his standing as a Judge and a public servant to the people. Then of course the show cause order will be submitted. Sounds simple enough right? What the court of record needs to understand is, the papers that proves authority as a judge, nine times out of ten will not hold weight in a "Common Law Court of Record". A Common Law Court of Record has the authority to terminate your title and you will stand before the court not as a high ranking judge but as a "*Common Man*" to answer for your judicial misconduct and every illegal act mentioned in the show cause order and lawsuit. After that we could then turn our attention to Fabrizio and Brooks.

The Claimant ask the court of record to please know that none of this is written as a threat but is simply a very general explanation as to the order of operation and functionality of common law. As a living man on dry ground in Michigan the Republic it is not recommended to submit a complaint nor is it advised that an appeal is filed. The approach mentioned above is best suited for State Citizens in achieving results. The Claimant would also like the court to know that he is not interested in doing any of this, however in

the event the misconduct by the magistrate goes unnoticed by the court of record he may choose to consider these options to protect his family, his property and his inalienable rights that are being threatened by the judicial misconduct of the Magistrate and the violation of code of ethics by the Respondent.

CONCLUSION

In my analysis I must conclude the reason for the illegal activity against the Claimant is because the Respondent realizes there is no argument to uphold the bad decision made to reject the Claimants "Legally Processed CAP Security Instrument". It is the Claimants recommendation that the court of record do the right thing and judge righteously.

1. Claimants Motions to Summery Judgements be Granted.
2. Claimants motion to Enforcement of the Lien Release, Satisfaction, and Credit Agreement Payment Payoff Security Instrument Note and Debt Lien Release/Satisfaction of Property Plus Damages and Compensation In Full be Granted. (EXHIBIT "M" INVOICE)

Sincerely,

By: (Signature)  DATE: 1/16/2020

i: Keith A. Goodwin, GENERAL EXECUTOR and BENEFICIARY of the KEITH ALEXANDER GOODWIN ESTATE and TRUST of Michigan with first-hand knowledge as a harmed and injured victim, a competent first-hand witness claims with *Reservation of Rights*, Michigan Statutes, Section, 440.1308 All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).

⌋ (Performance or acceptance under reservation of rights) whose address is:

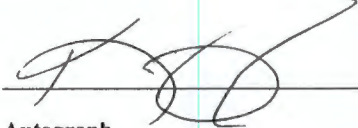
Keith A. Goodwin
1135 Benjamin Ave. S.E.
Grand rapids MI, 49506

Non-Domestic, WITHOUT THE MILITARY UNITED STATES

Telephone: (616) 550-3463 Email: kg3373@aol.com

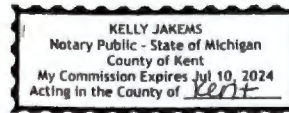
JURAT AND OATH

Michigan state)
County of KENT) ss


Autograph

Sworn to (or affirmed) and subscribed before me on this 6 day of January ~~2019~~ ²⁰²⁰ ^{ef}
by Keith Goodwin, proved to me on the basis of satisfactory evidence to be one of the
people who appeared before me and executed the forgoing instrument for the purpose stated
therein and acknowledged that said execution was by his free act and deed.

Kelly Jakems Signature of Notary Public, ss



Independent Third-Party Federal Witness and Assistant Michigan

Attorney General Appointed by the Governor as an officer of the court.

VOID where prohibited by Law. All offers are accepted for honor pursuant to 40 Stat 411,

Section 7(e) and 50 USC §4305 (b) (2).

(EXHIBIT F)

Why Flagstar Bank Had No Legal Standing

1. Claimant believes that this is a **“Common Law Court of Record”**

(EXHIBIT “H”) Court of Record Evidence states: 'Federal Court', is a 'Court Of Record'; 25 C.J. Vol., Federal Court § 344, pg. 9741; In a 'court of record', the Magistrate, Judge and Attorneys are **Independent** of the tribunal. Black's Law Dictionary, 4th Ed. pg. 10141; A 'court of record': acts in accordance with **“Common Law”**. Black's Law Dictionary, 4th Ed. pg. 10141; and Suits in common law, **the right of trial by jury shall be preserved**; Fifth and Seventh Amendment.

2. Pretender Lender *“Mr. Cooper/Nationstar”* sold the Mortgage, both parts, into an Investor real estate backed TRUST through illegal Securitization and was no longer the Holder in due course nor the owner of the Mortgage, just a Mortgage Manager Servicer/Debt collector for thousands of investors of the trust. This

is how “All” Banks and Financial Institutions manage their Notes and debt instruments including “Flagstar Bank”. The Claimant ask the “Common Law Court of Record” to please understand that without the **“Original Blue Inked Signed NOTE and Mortgage Contract with a Valid Proven Chain of Title”** there is no **“Legal or Lawful Debt”**. (Exabit “F”) Therefore if Flagstar Bank manages their debt instruments quote un quote “legally” that is, in accordance with the **“Uniformed Commercial Code”** this would mean Flagstar Bank engages their notes, Mortgages, Debt Instruments in the same manner as any other financial institution. The Respondent continues to press upon the fact that “they do not hold the note/mortgage” If the Claimant were to have a note with Flagstar Bank, Flagstar would *“Not”* be able to produce the **“Original Blue Inked Signed NOTE and Mortgage Contract with a Valid Proven Chain of Title”** because “It is *“Illegal”* for banks to *“Lend”* it’s credit”. The United States Code, Title 12, Section 24, Paragraph 7 confers upon a bank the power to lend its money, not it’s credit. With this being the case, Flagstar Bank would then have to conjure up

some other fraudulent reason not to accept the Claimants “Legally Processed CAP Security Instrument” because “*Banks Do Not Hold Notes*”. I challenge the Respondent to produce just “*ONE*” Original Blue Inked Signature Note and Mortgage Contract with a Valid Proven Chain of Title before this Honorable Court of Record. If in fact they can do this, I would then encourage this Common Law Court of Record to investigate the practices of Flagstar Bank for this would be illegal on their part.

3. As a Bank or Financial Institution, their job description is to Manage, Service, Create and/or Process, Stocks, Bonds, Negotiable Instruments, Securities, Debt instruments, Mortgages and function as Debt Collectors. Banks are the Customer Service Agents of Americas Securities. What they are “*Not*” is “Americas Property Managers”. The Claimant came with their “Legally Processed CAP Security Instrument” to Flagstar Bank seeking assistance. Flagstar should have gladly received the claimant’s security instrument and provided the kind of service that encourages customer growth and expansion for business. Instead,

the respondent refused to service the Claimants “Legally Processed CAP Security Instrument” citing inanities like “We do not hold the note”, “We’ve never seen you before”. It makes you wonder if Flagstar is knowingly breaking the law or outright does not know what a bank is or what their job description would be. Either way, it was incompetent and fraudulent in nature and cannot be tolerated. Who owns the note is not the concern of “*Any*” bank and has no legal standing on the part of the Respondent because “*Banks Do Not Hold Notes*” they create and service debt instruments, although Flagstar did not extend that service to the Claimant that day.

EXHIBIT “G”

“Letter of Legal Threats and Coercion”

Fabrizio & Brook, P.C.
Attorneys & Counselors at Law
Serving the State of Michigan since 1972

November 6, 2019

Keith A. Goodwin
1135 Benjamin Ave., S.E.
Grand Rapids, MI 49506

RE: U.S. District Court for the Western District of Michigan, Case No. 1:19-cv-859

Mr. Goodwin,

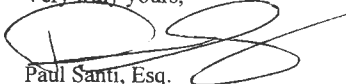
Our law firm represents Flagstar Bank, FSB and Steven Smith in the above referenced matter. After reviewing the documents you filed with the federal court, Flagstar is unable to locate any record of an account, open or closed, associated with you, your address or the account referenced in your Complaint. Additionally, you have attached documents to your Complaint that reference Fannie Mae and Mr. Cooper/Nationstar. Both of these entities are different companies and are not associated with Flagstar, which may explain why my client is unable to locate any records.

The purpose of this correspondence is to seek concurrence with dismissal of your Complaint, pursuant to LCivR 7.1(d). For the reasons stated above, we ask that you voluntarily dismiss your Complaint, with prejudice, no later than November 13, 2019.

Please contact me with any questions or concerns. I can be reached at paulsanti@fabriziobrook.com or 248-519-4104. If I do not hear from you, my clients will be seeking dismissal via a motion with the Court, pursuant to FRCP 8, 12 & 56.

Thank you for your attention to this matter.

Very truly yours,


Paul Santi, Esq.
FABRIZIO & BROOK, P.C.

Fabrizio & Brook, P.C.

3290 W. Big Beaver, Ste.117

Troy, MI 48084

Flagstar Bank, Steven Smith

Fabrizio & Brook,

We have received your letter requesting to hear from us by November 13, 2019. In response to your unfounded ultimatum we are writing you this letter to let you know what has taken place on our end. It is obvious you are attempting to try the case, and have it thrown out before it ever goes to trial even to the extent of threatening me to comply. In Lieu of your suggested threats we have filed a motion that will be affective by November 13, 2019.

If in fact your client does not cease from breaking the law by rejecting my legally processed CAP Security Instrument and my Release of Debt Lien Security Contract Property, which is fraud, breach, financial discrimination, Civil Rights Discrimination, RICO Conspiracy by November 13, 2019 a "Motion to Summary Judgement" that the Attorney is endeavoring to bluff acting as a Judge, Jury and Executioner" citing "Human & Civil Rights Violations attempting to defraud or trick me out of my right to a Speedy Trial By Jury Inviolat, 5th and 6th Amendments in a Common Law COURT OF RECORD" and Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241, enacted July 2, 1964) by issuing Legal Threats, using false notice of response, intimidation and coercion seeing that I am before Civil Court "Persona."

In response to your letter of implied intimidation I'm expecting to have my legally processed Cap Security Instrument and my Release of Debt Lien Security Contract Property signed and applied for full discharge of debt. account number: **0659807838**. Also, the "Debt Lien Release Security Contract Property" to be sent to the Real Estate County Records Office, Fannie Mae and Mr. Cooper/Nationstar notifying them the debt. has been satisfied. If you have any questions, please feel free to contact me Keith Goodwin by e-mail: kg3373@aol.com or by phone (616) 328-7973. I hope to hear from you by November 13, 2019 as well.

Thank you for bringing attention to this matter,

Keith A. Goodwin

IN THE UNITED STATES DISTRICT COMMON LAW COURT OF RECORD
FOR THE WESTERN DISTRICT OF MICHIGAN
GRAND RAPIDS DIVISION

I, Kieth A. Goodwin, a man;
Claimant/Plaintiff

Nature of case: Tort Claim
Claim: (New Lien Credit Agreement
Payoff Contract Property); Criminal
Fraud in the Factum, RICO Conspiracy;
Lack of Jurisdiction

Case NO. 1:19-cv-859

Flagstar Bank (Steven Smith)
3205 28th St. SE, Grand Rapids MI, 49512
Respondents/Defendants

(verified)
Court Hearing and Trial By Jury Requested

**Motion to Summery Judgement of new accepted Credit Agreement Contract
and require all money compensation due me in this initial law suit : and
request a court of record common law speedy trial by jury Inviolat for fraud
and attempt to defraud, threatening communications , legal threats, false
notice of response**

Now comes **Keith A. Goodwin**, Claimant/Plaintiff, a **harmed and Injured Victim**, requesting the court to enforce the **Respondents/Defendants'** received and accepted **Lien Release and Credit Agreement Payoff Security Contract, CAP Security, NOTE Property** under the **Tender Act** and **Financial Discrimination Civil Rights** for intentional Breach of contract and intentional Default of the **TERMS AND CONDITIONS** of debt account #: **0659807838** and other things and require all money compensations do me in this lawsuit by November 13, 2019. **All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).** Claimant/Plaintiff has first-hand knowledge as a harmed, and Injured Victim, competent first-hand witness claims **Respondents/Defendants** violation of the law sending threatening communications with implied legal threats and false notice of response. **U.S. Code & 876.Mailing Threatening Communications (d), U.S. Code § 1038. False information and hoaxes** attempting to defraud or trick the Claimant/Plaintiff by presenting one's self in a fabricated light of jurisdiction, endeavoring to bluff acting as a Judge, Jury and Executioner" citing "Human & Civil Rights Violations attempting to defraud or "dupe" me out of my right to a **Speedy Trial By Jury Inviolat, 5th and 6th Amendments in a Common Law COURT OF RECORD**" and Civil Rights Act of 1964 (**Pub.L. 88-352, 78 Stat. 241, enacted July 2,**

1964), by strongly implying we “*Must*” contact them and dismiss this case by a specific “*required*” date, attempting to interfere with the lawsuit and force the Claimant/Plaintiff violating duress and coercion laws U.S. Code § 3617. Interference, coercion, or intimidation. (EXHIBIT "Z").

It is understood that the respondent was to reply to the charges by November 14, 2019 seeing it is rules of civil procedure. However, when the respondent sent a letter demanding that the Claimant dismiss this lawsuit with prejudice by November 13th citing, they do not hold the note and presenting themselves in a false light as having “Jurisdiction” stating, “If I do not hear from you my client will be seeking dismissal”. In other word’s “You must comply to our demands! This implied wording places an entirely different spin on the letter received. The Respondent has a legal right to present their case or motion for dismissal. But through the letter received, it was intended to strong arm or bully trying to deceive the Claimant into dismissing the suit before going to trial. Violating “Human & Civil Rights” attempting to defraud me out of my right to a Speedy Trial By Jury Inviolate, 5th and 6th Amendments in a Common Law COURT OF RECORD” and Civil Rights Act of 1964 (Pub.L. 88–352, 78 Stat. 241, enacted July 2,

(EXHIBIT I)
INVOICE

Invoice**Keith Alexander Goodwin****INVOICE**

True Bill

1135 Benjamin Ave. S.E.
 Grand Rapids, Michigan, 49506
 Phone Number 616-328-7973

Date: 08/14/2017
 Invoice No.: 141421

Bill To:
 YOUR STATE;
 1000 Guadalupe Street, Austin Texas 78701;

QTY	Description	Unit Price	Total
1	COMPENSATION for Disrespect of Banking Credentials & CAP Security	\$1,000,000.00	\$1,000,000.00
	COMPENSATION for Lack of Jurisdiction, Proceeding Unlawfully Committing Theft and Grand Larceny of Claimants Property, Money and Credit, Breaking an Oath violating Constitutional Laws, Statutes, Rules, Regulations and Unalienable Rights, RICO	\$25,000,000.00	\$25,000,000.00
	COMPENSATION for Extortion Under Armed Force \$800.00 a month x3. From Oct 3, 2019 to Present Date	\$19,200.00	\$19,200.00
	Subtotal:	\$26,019,200.00	\$26,019,000.00

IN THE UNITED STATES DISTRICT COMMON LAW COURT OF RECORD
17th DISTRICT COURT OF KENT COUNTY OF
GRAND RAPIDS MICHIGAN

PAUL J. DENENFELD

(P-36982)

04250

Case No: 20 - -C2

Keith A. Goodwin;

Claimant/Plaintiff.

Judge Paul L. Maloney's;

Respondent/Defendant.

) Nature of case: Tort Claim Petition in Common
) Law, Claim: Fraud, "Federal Subcontractor
) Rendered Incompetent" "Violating Public Oath
) of Office" Lying under Oath, Perjury, Holding
) a Public Office while not being American
) Citizens, Presenting himself as "State Officials"
) while in fact operating as "Officer" of a
) "Privately Owned Banks & Corporations",
) Illegal Monopolizing, Violating Antitrust Laws
) Holding an American public office and pretending
) to serve public interest while "Covertly" operating
) as "Officers of "Foreign Banks & Corporations
) having Fraudulent Intent to Deceive the
American Public", High Treason with intent to
over throw the American Government 18 U.S.
Code § 2385. Advocating overthrow of
Government, Theft of Property, Grand
Larceny, Deprivation of Private Property
without Due Process of Law, Breach of Public
Trust with Fraudulent Intent to deceive, Ex Parte
Communications having Corrupt Intent to
Interfere with Court Proceedings, *Tampering*
with Evidence", "Delaying Response in a Timely
Manner" Denying due Process, Duress and
Coercion, Usurpation, "Obstruction of Justice",
Violation of the "Bill of Exchange Act" RICO
Conspiracy in affiliation with Banks and
Corporations in "*Mafia Gang*" activities,
Extortion, Racketeering, Illegal Alteration,
Violation of Swindle Laws, Civil Rights
Violations, Financial Discrimination against a
Legally Registered Credit Agreement
Payoff Security Instrument and Release of Debt
Lien Security Contract Property Default and
Breach; speedy Trial by Jury inviolate
Requested.

Motion and Judicial Notice to enforce the Motion to Vacate plus Damages for fraud and want of jurisdiction request/require/demanded: Common Law Court of Record speedy trial by jury Inviolable

Now comes **Keith A. Goodwin**, Claimant/Plaintiff, a **harmed and Injured Victim**, requesting the court to enforce the **Claimants Motion to Vacate** along with **Lien Release and Credit Agreement Payoff Security Contract, CAP Security, NOTE Property** under the **Tender Act** and **Financial Discrimination Civil Rights**. The Claimant/Plaintiff has first-hand knowledge as a harmed, and Injured Victim, competent first-hand witness that **Respondents/Defendants** proceeded without subject matter and jurisdiction and intentional impediment/obstruction of justice of the Claimant concerning debt account **#0659807838**.

The Respondents disrespect of the Claimants **Legal Private Banking Credentials** and said **Lien Credit Agreement Payoff Security Instrument** did and does harm and injure Claimant's Mortgage Credit Agreement Payoff Security and Mortgage lien Release/Satisfaction of property and good name. Claimant requests an enforcement of the **Motion to Vacate** and **Damages and Compensation (EXHIBIT I)** for acting under color of law resulting in breach, default, harm and injury to me.

Jurisdiction cannot be decided by the court being challenged. This court **must** dismiss this case for lack of personam jurisdiction **"Immediately"** or make an argument for jurisdiction in a court of record. Refusal by this court, **"Not"** of record, to obey the law and pursue a voidable decision will cause the petitioner to move this case into federal court for cause in violation of petitioner's right of due process for damages and dismissal.

Sincerely,

By: 

DATE: June 15 2020

i: **Keith A. Goodwin, GENERAL EXECUTOR and BENEFICIARY of the KEITH ALEXANDER GOODWIN ESTATE and TRUST of Michigan** with first-hand knowledge as a harmed and injured victim, a competent first-hand witness claims with **Michigan Reservation of Rights, (Section 440.1308)**. **All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

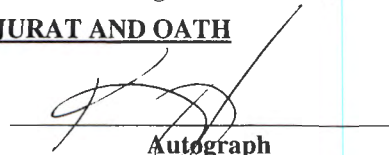
2. (Performance or acceptance under reservation of rights) whose address is:

Keith A. Goodwin
1135 Benjamin Ave. S.E.
Grand Rapids MI, 49506
Non-Domestic, WITHOUT THE MILITARY UNITED STATES
Telephone: (616)-328-7973 e-mail: kg3373@aol.com

JURAT AND OATH

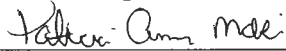
Michigan State)

County of Kent) ss


Autograph

Sworn to (or affirmed) and subscribed before me on this 15th day of JUNE **2020** by _____, proved to me on the

basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his free act and deed.



Signature of Notary Public, SEAL.

Independent Third Party Federal Witness and Assistant Michigan
Attorney General Appointed by the Governor as an officer of the court.

VOID where prohibited by Law. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).



VERIFIED AFFIDAVIT OF INJURY

Based upon actual first-hand knowledge of WRONGDOER's simple bilateral contract acceptance and receipt of a verified negotiable security debt payoff or belief, me, Keith Alexander Goodwin, Jus soli, a harmed and injured living human standing on dry soil, on dry ground, on dry land in Michigan the Republic under Common Law in CLAIM of INJURY, the non-Attorney common law court of record PROSECUTOR (Not as a Pro Se or Plaintiff as this is, as a non-Attorney, non-fact based Complaint), states the following:

1. That an actual controversy does exist.
2. The said wrongdoer(s) trespass upon me property;
3. The causal agent of the trespass, comes by way of a dated January 17th, 2020, ORDER ADOPTING REPORT AND RECOMMENDATION, by Judge Paul L. Maloney UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION, who's lack of subject matter and jurisdiction is not proven or shown. The WRONGDOER'S Judge Paul L. Maloney has not provided documented nor verified evidence of subject matter, jurisdiction, or legal/constitutional Authority to dismiss this case or disregard Flagstar Bank's, Authorized, Received, and Accepted new **Credit Agreement Payoff Security** that was paid off with Full Set Off, Settlement of Account, and full closure of claimed debt account **#0659807838** and a Simple Bilateral Credit Agreement that nulls and voids the claimed original non-bank signed or accepted Debt Contract and Negotiable Security NOTE money. The WRONGDOER'S intentional lawlessness and trespasses caused Contract Breach and Default of the terms and conditions of the same;
4. **Any** comment, brief, request, or notice made by an Attorney or Judges (who also are Attorneys) are statements of counsel in brief or in argument **are not sufficient to dismiss nor for summary judgment in favor of WRONGDOER,** (Who may be misrepresented by Attorneys and/or Judges as a Defendant of a null and void proceeding because this is actually a verified Claim of facts) nor can jurisdiction be decided by the court being challenged. This court **Must** dismiss this case for lack of

personam jurisdiction **Immediately**, or make an argument for jurisdiction in a court of record. Refusal by this court, not of record, to obey the law and pursue a voidable decision will cause the petitioner to move this case into federal court for cause in violation of petitioner's right of due process for **Damages and Dismissal**. The only victim that has been harmed and INJURED is me, Keith Alexander Goodwin, a harmed and injured living man on dry land in Michigan the Republic, under Common Law in CLAIM of INJURY, the common law court of record PROSECUTOR (Not a Pro Se nor Plaintiff), in claim of facts, (**FRCP Rule 8 Remedy**) as a competent witness and not mere allegations of complaints. (**Trinsey v. Pagliaro**) D.C. Pa. **1964**, 229 F. Supp. 647, a superior United States Supreme Court Case.

5. The only competent witness that has provided supported and established material facts as evidence that would be admissible as positive evidence at trial is me, :By **Keith Alexander Goodwin** a harmed and injured living human man on dry land, in Michigan the Republic under Common Law in CLAIM of INJURY, the PROSECUTOR (Not a Pro Se nor Plaintiff);

6. The WRONGDOER has not proved, documented verified nor provided evidence of any subject matter or jurisdiction or legal/constitutional authority to dismiss or to summary judgement the **Credit Agreement Payoff Security Instrument, Private Banking Registration or Damages** presented :By; **keith alexander goodwin** a harmed and injured living man on dry land, in Michigan the Republic under Common Law Court of Record in CLAIM of INJURY as the PROSECUTOR (Not a Pro Se nor Plaintiff);

7. By obstruction of justice of the **Credit Agreement Payoff Security TERMS AND CONDITIONS** did and does harm and injury to me and my **Credit Agreement Payoff Security Legal Credit Agreement Contract NOTE Property**;

8. The commencement of the wrong, injury, and harm began on **January 17th, 2020**, with lack of subject matter and jurisdiction **dismissed a case for summary judgment in favor of Flagstar Bank** in a court not of record.

9. The wrong, injury, and harm continues to this day;

11. me, :By **Keith Alexander Goodwin**: a harmed and injured living human man on dry land, in Michigan the Republic under this Common Law Court of Record in CLAIM of INJURY, the PROSECUTOR (Not a Pro Se nor Plaintiff), requires compensation for the initial and continual trespass upon

my **Credit Agreement Payoff Security NOTE Property**; compensation due: A Release / Satisfaction / Discharge of both mortgage lien and note unverified debt and \$5,000,000.00 in State Court of Kent County; Lawful Money, \$10,000,000 if in Federal Court.

12. Original Blue inked Signed Mortgage **Credit Agreement Payoff Security NOTE Property** returned to me, :By: Keith Alexander Goodwin a harmed and injured living man on dry land, in Michigan the Republic under Common Law Court of Record in CLAIM of INJURY who is the common law court of record PROSECUTOR (Not a Pro Se nor Plaintiff), for verification through the court;

13. me, :By: Keith Alexander Goodwin a harmed and injured living man on dry land, in Michigan the Republic under Common Law Court of Record in CLAIM of injury and PROSECUTOR have not received any verified document showing subject matter or jurisdiction nor Constitutional Authority to proceed adopting ORDER OF RECOMMENDATION by WRONGDOERS ;

14. me, :By: **Keith Alexander Goodwin** a harmed and injured living man on dry land, in Michigan the Republic under Common Law Court of Record in CLAIM, the PROSECUTOR continues paying the alleged monthly payments, with objection that debt is already satisfied as of **October 3rd, 2019** upon Flagstar Bank's acceptance of full payment with a negotiable security instrument asset and money, and **Credit Agreement Payoff Security** that was intentionally and unjustly obstructed by WRONGDOER.

15. Do to WRONGDOER's obstruction of justice the PROSECUTOR continues making payments to avoid threats of foreclosure and bad credit rating with credit bureaus, but not because any verified debt or actual loan is owed me, :By: **Keith Alexander Goodwin** a harmed and injured living man on dry land, in Michigan the Republic under Common Law Court of Record in CLAIM and Injury, the PROSECUTOR'S alleged and presumed unverified debt payments are current;

16. me, :By: **Keith Alexander Goodwin** a harmed and injured living man on dry land, in Michigan the Republic under Common Law Court of Record in CLAIM, the PROSECUTOR have tendered and satisfied the obligation to

pay upon FLAGSTAR's legally receiving and accepting the new **Credit Agreement Payoff Security NOTE Property** Money and asset with full settlement and discharge of claimed debt simple bilateral contract. Proof of facts and injury has been submitted to this court of record;

17. **Any** comment, brief, request, or notice made by an Attorney are statements of counsel in brief or in argument are not sufficient to dismiss nor for summary judgment in favor of WRONGDOER, (Who may be misrepresented by Attorneys or Judges (who are Attorney's) as a Defendant in a misrepresented complaint that is actually a verified claim of facts) nor can a BAR Attorney represent a registered piece of paper or legal fiction person, corporation, as a foreign agent, because the Attorney is either a BAR Attorney or a hearsay witness who complains. The only victim that has been harmed and INJURED is me, :keith-alexander: goodwin: a harmed and injured living human man on land, in Michigan the Republic under Common Law in CLAIM of INJURY and PROSECUTOR (Not a Pro Se nor Plaintiff), in claim of facts, (**FRCP Rule 8 Remedy**) as a competent witness and not mere allegations of complaints. (**Trinsey v. Pagliaro**) D.C. Pa. **1964**, 229 F. Supp. 647, a superior United States Supreme Court Case. (Michigan legislature **Section 440.3104** on Promissory Notes Negotiable Security Instruments),

18. WRONGDOER through lack of jurisdiction Breached and Defaulted the Terms and Conditions of Flagstar's new, received, and accepted **Credit Agreement Payoff Security NOTE Property**. Proof of facts has been submitted to this court;

19. Under Michigan Legislature, the State Court of **Kent County Michigan** has the only jurisdiction to hear this common law court of record case. Section 600.705-Michigan Legislature – State of Michigan (Acts subjecting person to jurisdiction of courts of Record of State)(Jurisdiction)

20. It is the belief of actual facts, not mere allegations of complaints are determinate of issued jurisdiction;

21. No Demanded Trial By Jury in a court of record is to be issued with the belief that prosecutor is a Foreign BAR Schooled Attorney; and

22. Claimant in claim of facts, with a lawful request of an inviolate 'court of record'; 'common law trial by jury' is demanded in the **“Initial Filing”** of this

lawsuit. When WRONGDOER's attorneys/judges may attempt to unlawfully remove this case to another District Court is now being challenged (**FRCP Rule 38, Rule 39 and accepted under FRCP Rule 5(d) by Clerk of Court**) by the Claimant. This lawful request of an inviolate 'court of record'; 'common law trial by jury' is **STILL DEMANDED** under DUE PROCESS under Common Law in CLAIM of INJURY Claimant's Rights are Preserved under GOD; man-made Law; man-made Color of Law; Federal and state original Constitutions; and "***All***" Judges', oaths of office under the public trust and as public servants.

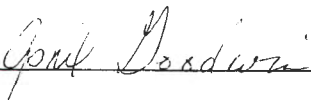
Sincerely,

By; 

:By: **Keith Alexander Goodwin**, Jus soli, a harmed and injured living human man on dry land in Michigan the Republic under Common Law Court of Record in CLAIM, and common law non-Attorney

PROSECUTOR. All offers accepted pursuant to **40 Stat 411 Section (7)**

(e).

Witness  Witness

Printed Name April Goodwin Printed Name _____

JURAT AND OATH

state of Michigan)

County of Kent) ss

SEAL

Patricia Ann Maki Signature of Notary Public, SEAL

Independent Third Party Federal Witness And Assistant Michigan,

Attorney General Appointed by the Governor as an officer of the court.

VOID where prohibited by Law. All offers accepted pursuant to 40 Stat

411 Section (7) (e) and 50 USC §4305 (b) (2). 6/15/2020



The above noted Certifying NOTARY PUBLIC is not an attorney licensed to practice law in any State and has not given legal advice or accepted fees for legal advice; provided any assistance in the preparation of the above referenced document; nor has any interest in any issue referenced therein. The above noted Certified NOTARY PUBLIC is NOT a party to this action and is ONLY acting in an authorized capacity, requested as a third-party witness to CERTIFY the signature(s) indicated herein, in accordance with Notary Protest, which is a Law of the Sea and Maritime Admiralty law CONCERNING A SECURITY INSTRUMENT, PROMISSORY NOTE, or Bill of Exchange Bankers Note. The Certifying NOTARY is an independent contractor and is not a party to this claim. In fact, the **Certifying NOTARY is a Federal Witness**, pursuant to U.S.C. TITLE 18, PART I, CHAPTER 73, sec. 1512 - Tampering with a witness, victim, or an informant. The Certifying NOTARY also **performs the functions of a Quasi-Postal Inspector** under the Homeland Security Act by being compelled to report any violations of the U.S. Postal Regulations as an Officer of the Executive Department of the UNITED STATES Government. The Noted Certifying NOTARY is a **State Official; Officer of the Court; and a Deputy Secretary of State, Appointed and Commissioned by the State Governor**, with Representative Authority to issue Notary Protest Certificates of Default and Summary Judgment under the **Administrative Procedure Act of 1946**, and, thereby, authorized to issue a Notary Protest on Negotiable Security Instruments, Promissory Notes, bills of exchange, Bankers Note, Stocks, and Bonds.

CLOSED

**United States District Court
Western District of Michigan (Southern Division (1))
CIVIL DOCKET FOR CASE #: 1:19-cv-00859-PLM-PJG
Internal Use Only**

Goodwin v. Flagstar Bank et al
Assigned to: District Judge Paul L. Maloney
Referred to: Magistrate Judge Phillip J. Green (events
as ordered)
Cause: 28:1331 Fed. Question: Tort Action

Date Filed: 10/18/2019
Date Terminated: 01/17/2020
Jury Demand: Plaintiff
Nature of Suit: 190 Contract: Other
Jurisdiction: Federal Question

plaintiff**Keith A. Goodwin**

represented by **Keith A. Goodwin**
1135 Benjamin Ave. S.E.
Grand Rapids, MI 49506
(616) 550-3463
PRO SE

V.

defendant**Flagstar Bank**

represented by **Paul Jacob Santi**
Fabrizio & Brook, P.C.
700 Tower Dr., Ste. 510
Troy, Mi 48098
(248) 519-4104
Email: paulsanti@fabriziobrook.com
ATTORNEY TO BE NOTICED

defendant**Steven Smith**
Manager

represented by **Paul Jacob Santi**
(See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
10/18/2019	<u>1</u>	COMPLAINT with jury demand titled as "Common law court of record tort claim petition and request for a speedy trial by jury inviolate" against Flagstar Bank, Steven Smith filed by Keith A. Goodwin (Attachments: # <u>1</u> Affidavit, # <u>2</u> Exhibit A, # <u>3</u> Exhibit B, # <u>4</u> Exhibit C, # <u>5</u> Exhibit D, # <u>6</u> Exhibit E, # <u>7</u> Exhibit F, # <u>8</u> Exhibit G, # <u>9</u> Exhibit H, # <u>10</u> Exhibit I) (mg) (Entered: 10/22/2019)

10/18/2019		(Court only) ***Entry to capture data regarding county of jurisdiction: Kent (mg) (Entered: 10/22/2019)
10/18/2019		(Court only) ***Staff notes: one additional copy of complaint received for service. (mg) (Entered: 10/22/2019)
10/18/2019	<u>2</u>	MOTION for order titled as "Motion and Judicial Notice to enforce the bank's new accepted Credit Agreement Contract and request/require /demand: a court of record common law speedy trial by jury inviolate for fraud and want of jurisdiction" by plaintiff Keith A. Goodwin; (Attachments: # <u>1</u> Attachment 1) (mg) (Entered: 10/22/2019)
10/18/2019		RECEIPT: in the amount of \$400, receipt number GR068223; for Filing fee (mg) (Entered: 10/22/2019)
10/22/2019	<u>3</u>	NOTICE of receipt of case (mg) (Entered: 10/22/2019)
10/22/2019		SUMMONS NOT ISSUED as to defendants Flagstar Bank, Steven Smith (<i>none provided</i>) (mg) (Entered: 10/22/2019)
10/23/2019		Copy of Receipt of Case Notice <u>3</u> sent via U.S. Mail to Keith A. Goodwin (mg) (Entered: 10/23/2019)
10/24/2019		SUMMONS ISSUED as to defendants Flagstar Bank, Steven Smith and returned to plaintiff at counter in Grand Rapids (jlb) Modified text on 10/24/2019 (jlb). (Entered: 10/24/2019)
10/24/2019	<u>4</u>	SUMMONS returned executed; Steven Smith served on 10/24/2019, answer due 11/14/2019 (mg) (Entered: 10/25/2019)
10/24/2019	<u>5</u>	SUMMONS returned executed; Flagstar Bank served on 10/24/2019, answer due 11/14/2019 (mg) (Entered: 10/25/2019)
11/08/2019	<u>6</u>	AFFIDAVIT re <u>1</u> by plaintiff Keith A. Goodwin (mg) (Entered: 11/12/2019)
11/12/2019	<u>7</u>	MOTION for summary judgment by plaintiff Keith A. Goodwin; (Attachments: # <u>1</u> Attachment 1, # <u>2</u> Exhibit Y-Z) (mg) (Entered: 11/13/2019)
11/14/2019		(NON-DOCUMENT) ORDER REFERRING MOTION for summary judgment <u>7</u> to Magistrate Judge Phillip J. Green pursuant to 28 U.S.C. 636(b)(1)(A) (Judge Paul L. Maloney, cmc) (Entered: 11/14/2019)
11/14/2019	<u>8</u>	JOINT MOTION for summary judgment by defendants Flagstar Bank, Steven Smith; (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Exhibit 4, # <u>5</u> Exhibit 5) (Santi, Paul) (Entered: 11/14/2019)
11/14/2019		(NON-DOCUMENT) ATTORNEY APPEARANCE of Paul Jacob Santi on behalf of defendants Flagstar Bank, Steven Smith (Santi, Paul) (Entered: 11/14/2019)
11/14/2019	<u>9</u>	PROOF OF SERVICE by defendants Flagstar Bank, Steven Smith re JOINT MOTION for summary judgment <u>8</u> , Attorney Appearance (Santi, Paul) (Entered: 11/14/2019)

11/14/2019	<u>10</u>	CORPORATE DISCLOSURE STATEMENT by Flagstar Bank identifying Flagstar Bankcorp, Inc. as a corporate parent (Santi, Paul) Modified text on 11/15/2019 (mg). (Entered: 11/14/2019)
11/15/2019		(NON-DOCUMENT) ORDER REFERRING JOINT MOTION for summary judgment <u>8</u> to Magistrate Judge Phillip J. Green pursuant to 28 U.S.C. 636(b)(1)(A) (Judge Paul L. Maloney, cmc) (Entered: 11/15/2019)
11/18/2019	<u>11</u>	SECOND MOTION for summary judgment by plaintiff Keith A. Goodwin; (Attachments: # <u>1</u> Attachment 1, # <u>2</u> Attachment 2) (mg) (Entered: 11/18/2019)
11/21/2019	<u>12</u>	RESPONSE TO MOTION for summary judgment <u>7</u> , SECOND MOTION for summary judgment <u>11</u> , MOTION for order titled as <i>"Motion and Judicial Notice to enforce the bank's new accepted Credit Agreement Contract and request/require/demand: a court of record common law speedy trial by jury inviolate for fraud and want of jurisdiction <u>2</u> filed by Flagstar Bank, Steven Smith (Attachments: # <u>1</u> Exhibit 1) (Santi, Paul) (Entered: 11/21/2019)</i>
11/21/2019	<u>13</u>	PROOF OF SERVICE by defendants Flagstar Bank, Steven Smith re Response to Motion, <u>12</u> (Santi, Paul) (Entered: 11/21/2019)
11/25/2019		(NON-DOCUMENT) ORDER REFERRING MOTION for order titled as <i>"Motion and Judicial Notice to enforce the bank's new accepted Credit Agreement Contract and request/require/demand: a court of record common law speedy trial by jury inviolate for fraud and want of jurisdiction" <u>2</u> , SECOND MOTION for summary judgment <u>11</u> to Magistrate Judge Phillip J. Green pursuant to 28 U.S.C. 636(b)(1)(B) (Judge Paul L. Maloney, acr) (Entered: 11/25/2019)</i>
11/25/2019	<u>14</u>	THIRD MOTION for summary judgment by plaintiff Keith A. Goodwin; (mg) (Entered: 11/26/2019)
11/27/2019	<u>15</u>	RESPONSE TO THIRD MOTION for summary judgment <u>14</u> filed by Flagstar Bank, Steven Smith (Santi, Paul) (Entered: 11/27/2019)
11/27/2019	<u>16</u>	PROOF OF SERVICE by defendants Flagstar Bank, Steven Smith re Response to Motion <u>15</u> (Santi, Paul) (Entered: 11/27/2019)
11/27/2019		(NON-DOCUMENT) ORDER REFERRING THIRD MOTION for summary judgment <u>14</u> to Magistrate Judge Phillip J. Green pursuant to 28 U.S.C. 636(b)(1)(A) (Judge Paul L. Maloney, acr) (Entered: 11/27/2019)
12/02/2019	<u>17</u>	NOTICE titled as <i>"Foot Note"</i> by plaintiff Keith A. Goodwin (mg) (Entered: 12/02/2019)
12/23/2019	<u>18</u>	REPORT AND RECOMMENDATION re <u>8</u> , <u>7</u> , <u>14</u> , <u>11</u> , <u>2</u> ; objections to R&R due within 14 days; signed by Magistrate Judge Phillip J. Green (jkw) (Entered: 12/23/2019)
12/26/2019		Copy of Report and Recommendation <u>18</u> sent via U.S. Mail to Keith A. Goodwin (mg) (Entered: 12/26/2019)

01/06/2020	<u>19</u>	OBJECTION by plaintiff Keith A. Goodwin to Report and Recommendation <u>18</u> (Attachments: # <u>1</u> Exhibit M) (mg) (Entered: 01/07/2020)
01/17/2020	<u>20</u>	ORDER ADOPTING REPORT AND RECOMMENDATION <u>18</u> , Grants <u>8</u> , denies <u>7</u> , <u>14</u> , <u>11</u> , <u>2</u> ; signed by District Judge Paul L. Maloney (Judge Paul L. Maloney, cmc) (Entered: 01/17/2020)
01/17/2020	<u>21</u>	JUDGMENT ; signed by District Judge Paul L. Maloney (Judge Paul L. Maloney, cmc) (Entered: 01/17/2020)
01/17/2020		(Court only) ***CIVIL CASE TERMINATED per <u>20</u> and <u>21</u> (mg) (Entered: 01/21/2020)
01/21/2020		Certified Copy of Judgment <u>21</u> , Order Regarding Report and Recommendation <u>20</u> sent via U.S. Mail to Keith A. Goodwin (mg) (Entered: 01/21/2020)
02/10/2020	<u>22</u>	MOTION to vacate <u>21</u> by plaintiff Keith A. Goodwin; (mg) (Entered: 02/11/2020)
02/26/2020	<u>23</u>	ORDER denying <u>22</u> motion to vacate; signed by District Judge Paul L. Maloney (Judge Paul L. Maloney, cmc) (Entered: 02/26/2020)
02/27/2020		Copy of Order on Motion to Vacate <u>23</u> sent via U.S. Mail to Keith A. Goodwin (mg) (Entered: 02/27/2020)